

CONTENTS.

PART I.

TREATIES, ENGAGEMENTS AND SANADS RELATING TO THE TERRITORIES COMPRISED WITHIN THE PUNJAB AND TO THE STATES, ETC., IN POLITICAL RELATIONS WITH THE GOVERNMENT OF INDIA THROUGH THE GOVERNMENT OF THE PUNJAB.

I.—PUNJAB PROPER—LAHORE.

II.—PUNJAB STATES.

II.—PUNJAB STATES—*contd.*

PAGE.

3. PATAUDI—*contd.*

III.—PUNJAB HILL STATES.

1. BASHAHR.

2. NALAGARH OR HINDUR.

III.—PUNJAB HILL STATES—*contd.*

III.—PUNJAB HILL STATES—*contd.*

III.—PUNJAB HILL STATES—*contd.*

III.—PUNJAB HILL STATES—*concld.*

PAGE.

17. THAROCH.

18. SANGRI.

IV.—MAMDOT JAGIR.

V—MINOR CIS-SUTLEJ CHIEFS.

VI.—TRANS-SUTLEJ JAGIRDARS.

PART II.

TREATIES, ENGAGEMENTS AND SANADS RELATING TO THE STATES IN POLITICAL RELATIONS WITH THE GOVERNMENT OF INDIA THROUGH THE AGENT TO THE GOVERNOR-GENERAL, PUNJAB STATES.

2. BAHAWALPUR.

3. JIND.

PAGE

3. JIND—*contd.*

PAGE.

3. JIND—*concld.*

4. NABHA.

PAGE.

4. NABHA—*contd.*

5. KAPURTHALA.

6. SIRMUR OR NAHAN.

7. MANDI.

8. BILASPUR OR KAHLUR.

9. MALER KOTLA.

10. FARIDKOT.

11. CHAMBA.

12. SUKET.

13. LOHARU.

PART III.

TREATIES, ENGAGEMENTS AND SANADS RELATING TO DELHI.

PART I.

Treaties, Engagements and Sanads

relating to the

Territories comprised within the

Punjab

and to the

States, etc. in Political Relations with

the

Government of India

through the

Government of the Punjab.

I.—PUNJAB PROPER.

THE Sikh sect traces its origin to the preaching of Nanak, a Hindu of the Kshatriya caste, born in 1469 at Talwandi, near Lahore. The new creed spread rapidly, but soon provoked the persecution of the Moghul Emperors. The cruelty with which the Sikhs were treated turned them under Govind Singh, their tenth and last Guru or teacher, from a band of religious devotees into a religious and military commonwealth or "Khalsa" animated by undying hatred of the Muhammadans.

Guru Govind Singh waged an unequal war with the Emperors of Delhi. Openly to profess the Sikh religion became a capital crime, and the sect would soon have been exterminated had not the distractions of the empire, which followed the death of Aurangzeb, given them a breathing time from persecution. The Sikhs then gradually gathered in small parties and established themselves in isolated forts. From these they scoured the country, burning and plundering, and giving infinite annoyance to the weak Muhammadan Governors of Lahore and Sirhind. After the return of Ahmad Shah Abdali to Kabul from his fifth invasion of India, in which he had broken the Mahratta power at Panipat, the Sikhs found themselves strong enough to occupy the country round Lahore. But when Ahmad Shah returned to India in 1762, he disastrously defeated them at Barnala near Ludhiana, and destroyed and polluted their sacred temple at Amritsar.

From this defeat the Sikhs soon recovered. In 1763 they defeated the Afghan Governor of Sirhind, and spread themselves over the plains south and east of the Sutlej, as far as the Jumna. The eighth invasion of Ahmad Shah, which took place in 1767, left the Sikhs masters of the country between the Jumna and Rawalpindi. Within three years their authority was extended over Jammu and the Rajputs of the lower hills.

The spread of the dominion of the Sikhs south of the Sutlej received a severe check from the Mahrattas, who, recovering from their disastrous overthrow at Panipat, again overran northern India. In 1788 Scindia was in possession of Delhi, and by 1802 the Mahrattas had established their supremacy as far as the Sutlej, and exacted from the Sikh States to the south of the river a tribute of three lakhs of rupees. The Mahratta power in the north was broken by Lord Lake in 1803. The Chiefs of Kaithal and Jind tendered their allegiance to Lord Lake, and all the Chiefs of Sirhind virtually became dependents of the British Government. It was the policy of the day, however, to maintain a strict neutrality in regard to the affairs of the Chiefs north of the Jumna: and, beyond establishing the Sikh Chiefs in the territories which they then held and rewarding those who had done good service, the British Government did not interfere in their affairs till 1809, when the Sikh Chiefs claimed their protection against the encroachments of Ranjit Singh.

The constitution of the Sikh Khalsa contained within itself elements of weakness and discord. The Sardars or Chiefs owned no subjection to each other. They were followed into the field by their relatives and dependents, and each seized for himself whatever territory he was strong enough to hold. The Chiefs, with their clansmen and retainers, associated themselves into twelve Misls or confederacies of equals. Each Chief parcelled out the conquered lands among his followers, who held their portions in independence, bound only by considerations of mutual advantage and the general weal of the Misl. A bond between the confederacies was supplied in the solemn assembly of the whole Sikh people, which met at least once every year at Amritsar. There the council of Chiefs, termed the "Gurumata", discussed affairs affecting the Khalsa or planned new expeditions.

Under such a system causes of quarrel were never wanting. The difficulties with which the Sikhs had to contend in their early struggle for existence kept them at first well together; but with success came dissensions, and the weak fell before the strong. One of the Sardars who earliest raised himself to power and influence was Maha Singh of the Sukarchakia Misl, who married a daughter of the Raja of Jind and by her had a son, Ranjit Singh, born in 1780. During the invasion of Shah Zaman in 1789, Ranjit Singh rendered him service by recovering several pieces of artillery which had been lost in the Jhelum, and he

had the address to procure for himself the appointment of Governor of Lahore.

Ranjit Singh established himself in the city, and, in concert with Fateh Singh Ahluwalia, and Mai Sadda Kaur his mother-in-law, the virtual head of the powerful Kanhaya Misl, he soon extended his supremacy over the neighbouring Sardars between the Jhelum and the Sutlej, and meditated the extension of his authority beyond the Sutlej. At the same time he was steadily labouring to bring under his dominion the scattered elements of the Sikh people, a task which was lightened by the mutual jealousies of the Sardars. In 1803 he made proposals to Lord Lake for the transfer to the British Government of the territory belonging to the Sikhs south of the Sutlej, on the condition of mutual defence against the enemies of himself and the British nation. The offer was declined.

In 1805 the last "Gurumata" was held, the system of confederacies acting in grave matters jointly for the common benefit was extinguished, and thereafter the force of the Khalsa was directed by the will of one man. In the same year Ranjit Singh was recalled from a campaign against the Muhammadans between the Chenab and the Indus, by the sudden appearance of Holkar in the Punjab, closely pursued by Lord Lake. Disappointed in the hope of procuring assistance from Ranjit Singh, Holkar concluded a treaty with the British Government, and returned to his territories. A treaty of friendship and alliance (No. I) was at the same time concluded by the British Government with Ranjit Singh and his ally Sardar Fateh Singh Ahluwalia.

In 1806 Ranjit Singh began to lay hands on the possessions of the Phulkian Misl on the left bank of the Sutlej. His systematic aggression excited the alarm of the Sikhs of Sirhind, and in 1808 they sent a deputation, consisting of Raja Bhag Singh of Jind (Ranjit Singh's uncle), Bhai Lal Singh of Kaithal, and Chain Singh, Diwan of Patiala, to beg the protection of the British Government. The answer they received was such as to encourage their hopes, although it conveyed no formal assurance of protection.

In the meantime the prospect of a French invasion of India had induced the British Government to depute Mr. Metcalfe to the court of Ranjit Singh to establish a friendly alliance. Towards the close of 1808, in consequence of acts of hostility committed by Ranjit Singh on the south of the Sutlej while negotiations were pending, Government determined to comply with the wishes of the cis-Sutlej Chiefs, and Mr. Metcalfe was instructed to declare the country between the Sutlej and the Jumna under British protection. Mr. Metcalfe's mission resulted in the Treaty of Amritsar of 1809 (No. II), by which the British Government agreed to have no concern with the territories and subjects

of the Maharaja of Lahore to the north of the Sutlej, Ranjit Singh agreed neither to commit nor suffer encroachments on the possessions or rights of the Chiefs to the south of the Sutlej, and he was guaranteed in the possession of the conquests made by him on the left bank of the Sutlej up to September 1808.

After the conclusion of this treaty, the intercourse of the British Government with the Lahore Darbar was, for many years, confined to the interchange of friendly letters and presents. Ranjit Singh was too prudent and far-seeing to give occasion of offence by a violation of his treaty engagements, and he confined his schemes of conquest to the directions of Multan, Kashmir and Peshawar. By the close of 1811 he had occupied Kangra, and completed the absorption of the old trans-Sutlej confederacies. A battle in July 1813 between the Afghans and the Sikhs left Fort Attock in his hands. In the same year he extorted the Koh-i-Nur diamond from Shah Shuja, then a refugee at Lahore. In 1818 Multan was seized. In 1819 he took Kashmir. In 1823 he was at last successful in occupying Peshawar.

In 1831, when Lord William Bentinck visited Simla, Ranjit Singh sent a complimentary mission to him. Arrangements were made through the Political Agent at Ludhiana for an interview between the Governor-General and the Maharaja of Lahore, which took place at Rupar in October, when, at Ranjit Singh's particular request, he was given an assurance (No. III) of perpetual friendship.

From this period the utmost cordiality prevailed between the British Government and the Lahore Darbar. In 1832 a Treaty (No. IV) was concluded, to regulate the navigation of the Indus and the collection of duties on merchandise. The levy of duties on the value and quantity of the goods, however, gave rise to misunderstandings, and in 1834 it was arranged, by a supplementary Treaty (No. V), to substitute a toll to be levied on all boats with whatever merchandise laden. In 1839 another Agreement (No. VII) was made for the levy of duty on the merchandise at one place and not on the boats. A fourth Treaty (No. VIII) for the regulation of these duties was made in 1840 with Kharak Singh, the son and successor of Ranjit Singh.

In 1833 Shah Shuja, who was living as a British pensioner at Ludhiana, resolved to make another effort to recover his kingdom of Kabul: and for this purpose he entered into a treaty* with Ranjit Singh

* TRANSLATION OF THE TREATY CONCLUDED BETWEEN MAHARAJA RANJIT SINGH AND SHAH SHUJA-UL-MULK, DATED THE 12TH OF MARCH 1833.

Relations of friendship having been firmly established between Maharaja Ranjit Singh and Shah Shuja-ul-Mulk, so that there neither is nor ever shall be any alienation or difference of interest existing between them, they agree to adopt the following Articles in consideration of the terms of good will and friendship by which they are reciprocally actuated.

Preamble.

1st.—Shah Shuja-ul-Mulk disclaims all title on the part of himself, his heirs, successors, and all the Saddozais, to whatever territories lying on either bank of the

in which, in consideration of the assistance to be rendered by the Sikhs, he disclaimed all title to the territories in Ranjit Singh's possession on either side of the Indus. Shah Shuja's expedition to Kabul ended in disaster, and he returned to his exile in Ludhiana, whence he was summoned in 1838 to make another effort for the re-establishment of his power. The supposed designs of Russia on Afghanistan, the preference shown by Dost Muhammad for a Russian alliance, and his invasion of the territories of Ranjit Singh, induced the British Government to adopt the cause of Shah Shuja. Their operations in Afghanistan were preceded by a tripartite Treaty concluded in 1838 (No. VI) between the British Government, Ranjit Singh, and Shah Shuja, which renewed the provisions of the treaty of 1833 between Shah Shuja and Ranjit Singh; bound Shah Shuja, in the event of the attainment of his object, to pay two lakhs of rupees for the assistance of Ranjit Singh's troops; to give up claims to supremacy over Sind on condition of payment by the Amirs of a sum to be fixed by the British Government, of which fifteen lakhs should go to Ranjit Singh; not to attack or molest the ruler of

---

River Indus that may be possessed by the Maharaja, *viz.*, *Kashmir* including its limits E., W., N., and S., together with the fort of *Attock*, *Chach*, *Hazara*, *Kabel*, *Amb*, with its dependencies on the left bank of the aforesaid river, and on the right bank, *Peshawar* with the *Yusufzai* territory *Khataks*, *Hashtnagar*, *Michni*, *Kohat*, and all places dependent on Peshawar as far as the *Khaibar Pass*; *Bannu*, the *Waziri* territory, *Dawar*, *Tank*, *Girang*, *Kalabagh*, and *Khushalgarh* with their dependent districts; *Dera Ismail Khan*, and its dependency, together with *Dera Ghazi Khan*, *Kot Mithan* and their dependent territory, *Sangarh*, *Harand*, *Dajal*, *Hajipur*, *Rajnpur*, and the three *Kachhis*, as well as *Mansera* with its district and the Province of *Multan*, situated on the left bank. These countries and places are considered to be the property and to form the estate of the Maharaja; the Shah neither has nor will have any concern with them. They belong to the Maharaja and his posterity from generation to generation.

2nd.—The people of the country on the other side of Khaibar will not be suffered to commit robberies or aggression or any disturbances on this side. If any defaulter of either State, who has embezzled the revenue, take refuge in the territory of the other each party engages to surrender him.

3rd.—As agreeably to the Treaty established between the British Government and the Maharaja, no one can cross from the left to the right bank of the Sutlej without a passport from the Maharaja, the same rule shall be observed regarding the passage of the Indus, whose waters join the Sutlej, and no one shall be allowed to cross the Indus without the Maharaja's permission.

4th.—Regarding Shikarpur and the territory of Sind lying on the right bank of the Indus the Shah will abide by whatever may be settled as right and proper, in conformity with the happy relations of friendship subsisting between the British Government and the Maharaja, through Captain Wade.

5th.—When the Shah shall have established his authority in Kabul and Kandahar, he will annually send the Maharaja the following articles, *viz.*, 55 high-bred horses of approved colours and pleasant paces, 11 Persian scimitars, 7 Persian poniards, 25 good mules, fruits of various kinds, both dry and fresh, and sardas or musk-melons of a sweet and delicate flavour (to be sent throughout the year). By the way of Kabul River to Peshawar, grapes, pomegranates, apples, quinces, almonds, raisins, pistahs or chesnuts, an abundant supply of each as well as pieces of satin of every colour, choghas of fur, kimkhabs wrought with gold and silver, Persian carpets, altogether to the number of 101 pieces; all these articles the Shah will continue to send every year to the Maharaja.

6th.—Each party shall address the other on terms of equality.

7th.—Merchants of Afghanistan, who will be desirous of trading to Lahore, Amritsar, or any other part of the Maharaja's possessions, shall not be stopped or molested on their way; on the contrary, strict orders shall be issued to facilitate

Herat; not to negotiate with foreign States without the consent of the British and Sikh Governments; and to oppose any power having the design of invading the British or Sikh territories. On the death of Shah Shuja, this treaty was considered to have become null and void.

Ranjit Singh died in 1839. This remarkable man, who was absolutely illiterate, had raised himself from being the head of one of the smallest of the Sikh clans to a kingdom which, at the time of his death, yielded a revenue of upwards of two and a half crores of rupees, covered an area of 14,000 square miles, and was garrisoned by a well drilled army of 82,000 men. Within a few years after his death, the kingdom which he had created by his personal abilities fell to pieces under his successors.

He was succeeded by his son, Kharak Singh, who died in 1840. Nao Nehal Singh, the only son of Kharak Singh, was killed when returning from his father's funeral. Thereafter there followed a series of revolutions, by which the power passed successively into the hands of Chand Kaur, the mother of Nao Nehal Singh, his uncle Sher Singh, and lastly Dalip Singh, the reputed son of Ranjit Singh.

During the minority of Dalip Singh and the regency of his mother, all regular government was overthrown, and the Khalsa army became virtually the rulers of the country. Military operations, as well as the

---

their intercourse, and the Maharaja engages to observe the same line of conduct on his part in respect to traders who may wish to proceed to Afghanistan.

8th.—The Maharaja will yearly send to the Shah the following articles in the way of friendship.—55 pieces of shawls, 25 pieces of muslin, 11 dopattas, 5 pieces of kimkhabs, 5 scarves, 5 turbans, 55 loads of Bareh rice (peculiar to Peshawar).

9th.—Any of the Maharaja's officers who may be deputed to Afghanistan to purchase horses or on any other business, as well as those who may be sent by the Shah into the Punjab for the purpose of purchasing piece-goods or shawls, etc., to the amount of 11,000 rupees, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of their commission.

10th.—Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

11th. In the event of the Shah taking an auxiliary force from the Maharaja, whatever booty may be acquired from the Barakzai, in jewels, horses, arms, great or small, shall equally be divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maharaja's troops, the Shah agrees to send a portion of it by his own Agent to the Maharaja in the way of friendship.

12th.—An exchange of missions charged with letters and presents shall constantly take place between the two parties.

13th.—Should the Maharaja require the aid of any of the Shah's troops, the Shah engages to send a force commanded by one of his principal officers; in like manner the Maharaja will furnish the Shah, when required, with an auxiliary force composed of Muhammadans and commanded by one of his principal officers as far as Kabul. When the Maharaja may go to Peshawar the Shah will depute a Shahzada to visit him, on which occasion the Maharaja will receive and dismiss him with the honour and consideration due to his rank and dignity.

14th.—The friends and enemies of the one shall be the friends and enemies of the other.

15th.—Both parties cordially agree to the foregoing Articles; there shall be no deviation from them. The present Treaty shall be considered binding for ever.

attitude of the army towards the executive government of the country, were solely determined by their Panchayats or regimental committees. The army considered itself, and was regarded by others, as the representative body of the Sikh people, as the visible Khalsa and master of the commonwealth. To divert the attention of the army from domestic politics, they were led to resolve on a campaign across the Sutlej, a movement which for some time previous had been expected by the British Government In November 1845 the Panchayat of the Khalsa resolved on war; and the resolution was approved by the Darbar. The Sikhs committed the first act of aggression in December 1845, by crossing the river near Ferozepore and carrying off some camels. On the 13th December the Governor-General issued a Proclamation (No. IX), setting forth the views and objects of the British Government, and the unprovoked invasion of British territories by the Sikhs; declaring the possessions of Maharaja Dalip Singh on the left bank of the Sutlej confiscated and annexed to the British territories; and calling on the protected Chiefs to co-operate cordially with the British Government against the common enemy. On the 18th December 1845 the first action was fought at Mudki. The battle of Firozshah followed three days later. On the 28th January 1846, the Sikhs were defeated at Aliwal, and sustained their final defeat at Sobraon on the 10th February. On the 13th the whole British force crossed the Sutlej, and on the 14th a proclamation was issued, declaring that the occupation of the Punjab would not be relinquished till full atonement had been made for the breach of their treaty engagements by the Sikhs, and that the hill and plain districts between the Sutlej and the Beas would be annexed in part indemnity for the expenses of the war. On the night of the 15th a conference was held between Mr. Currie and Major Lawrence on behalf of the British Government, and Raja Gulab Singh, Diwan Dina Nath, and Fakir Nur-ud-din on behalf of the Sikhs, at which the preliminaries of a treaty were arranged. The Treaty (No. X) was signed at Lahore on the 9th March 1846. This treaty left the British Government in possession of the hills and plains east of the Beas, and of the hill countries between the Beas and the Indus, including Kashmir and Hazara; it regulated the strength and constitution of the Sikh army; gave the British Government the control over the Beas and the Sutlej as far as the Indus, and of the Indus to the borders of Baluchistan; and made the British Government the arbiter in all disputes between the Lahore Darbar and neighbouring States. Two days later an Agreement (No. XI) was made, by which Government left a force at Lahore for the protection of the Maharaja, and certain matters regarding the territories ceded by the treaty were specifically determined.

The Lahore Darbar being anxious for the assistance of the British Government to maintain the administration of the Lahore State during

the minority of Dalip Singh, an Agreement (No. XII), known as the Agreement of Bhyrowal, was concluded on the 16th December 1846, by which the treaty of the 9th March was temporarily modified; a Resident was appointed at Lahore; a council of regency, consisting of eight members, was established to conduct the government in consultation with the Resident; and the country was occupied by a British force, to be paid for by the Lahore State.

Many of the Sikh Chiefs, who had been accustomed to revolution and excitement, were not satisfied with the arrangements for the pacification of the country and harboured evil designs. The murder, on the 20th April 1848, of Mr. Vans Agnew and Lieutenant Anderson at Multan, and the revolt of its ex-governor, Mulraj, gave an opportunity for the development of a wide and dangerous conspiracy which had for some time existed in the Sikh army, with a view to the re-establishment of the independence of the Khalsa. Sardar Chhatar Singh Atariwala raised the standard of rebellion in the north. Raja Sher Singh, his son, joined Mulraj, and proclaimed a religious war. He was followed in open rebellion by the great body of the Sikh army and the Sikh population, which the Darbar were powerless to control. In October 1848 the British army crossed the Sutlej. The indecisive battle of Chilianwala was fought on the 13th January 1849. But on the 22nd February the rebels were totally defeated in the decisive battle of Gujrat. This was followed by the surrender of the entire Sikh army, and the annexation of the Punjab.

On the 29th March 1849 an Agreement (No. XIII) was made with Maharaja Dalip Singh, whereby he resigned the sovereignty of the Punjab, receiving a pension from the British Government. Shortly afterwards he took up his residence permanently in England, which was his domicile down to 1886. He was gazetted to a personal salute of twenty-one guns for life in June 1867. In the course of time the Maharaja became dissatisfied with the allowances made to him, which he declared to be less than those to which he was entitled under the Agreement of 1849. He also put forward claims to certain estates, etc., in the Punjab, which he stated to have been his private property and therefore not liable to confiscation under article 2 of the Agreement. Much was done from time to time, by the grant of loans, etc., on easy terms, to improve the Maharaja's position, which had become embarrassed owing to want of economy. The demands put forward by him were, however, quite inadmissible. Failing to obtain what he asked for, the Maharaja, accompanied by his wife and family, left London in March 1886 with the avowed object of resettling in India. Before leaving England he had used menacing language, and had issued a seditious proclamation addressed to the Sikhs. He was detained at Aden by order of the Government, but was finally allowed to return to Europe where, having resigned his pension, he lived first in France and afterwards in Russia.

In 1890, however, Maharaja Dalip Singh expressed regret for his past conduct and sued for pardon, which was accorded on conditions. The allowances which he had enjoyed up to 1886 were restored to him, the undrawn arrears being placed at his disposal. At the same time the rate of interest payable on the debt owed by the Maharaja to Government was reduced.

The Maharaja died in October 1893, leaving five surviving children by his first wife and two by his second wife. Of these children the eldest, Prince Victor Dalip Singh, was born on the 10th July 1866, and in 1898 married Lady Anne Coventry. The Prince, in addition to the money left him by his father, drew an allowance of £8,000 a year from the Indian Government, and on his marriage this was increased to £10,000. He died on the 7th June 1918, without issue: and an allowance of £7,000 a year was then made to his brother, Prince Frederick Dalip Singh, the last male representative of the family, who died unmarried on the 15th August 1926. Suitable provision has been made for the remaining members of the family.

II.—PUNJAB STATES.

During the mutiny of 1857, when communication between Delhi and Agra and Calcutta was for the most part cut off, the administration of the Delhi and Hissar territories was assumed by the Chief Commissioner of the Punjab, and after the restoration of peace these districts were finally placed under the control of the Punjab Government. In this territory there were several Chiefs who held the position of jagirdars rather than of princes. They had been subjects of the Moghul and, after the overthrow of the Mahratta power by Lord Lake, their Estates were either confirmed to, or conferred on, them by the British Government, in most cases as a reward for services rendered. These Chiefs were the Nawabs of Pataudi, Loharu, Dujana, Jhajjar, Dadri and Bahadurgarh, and Farrukhnagar, and the Raja of Ballabhgarh. The Chiefs of Jhajjar, Ballabhgarh and Farrukhnagar were executed, and their Estates were confiscated for participation in the mutiny of 1857; while the Dadri and Bahadurgarh Estates were also confiscated, though the Chief was allowed a pension of Rs. 1,000 for his subsistence.

The Ballabhgarh Chief held no sanad of a hereditary nature from the British Government. The Dadri and Bahadurgarh territory originally formed part of Jhajjar, and is included in the Sanad (No. XXI) granting that Estate.

On the formation of the new Delhi Province in October 1912 the States of Loharu, Dujana, Kalsia and Pataudi, which were formerly under the political superintendence of the Commissioner of the Delhi Division, were transferred to the political charge of the Punjab Government. In 1921 Loharu was brought into direct realtions with the Government of India through the Agent to the Governor-General of the newly formed Punjab States Agency.

1. Dujana.

The Estates of this Afghan family are held on condition of fidelity to the British Government, and military service when required. The original grant was conferred by Lord Lake on Abdus Samad Khan and his sons for life; but in 1806 the tenure was made perpetual by a Sanad of the Governor-General (No. XIV), and several Estates in the Hariana territory were added. The Hariana Estates were afterwards exchanged for the villages of Dujana and Mehrana in Rohtak. Abdus Samad Khan was succeeded in 1825 by his son, Dunde Khan, who was succeeded in 1850 by his eldest son, Hasan Ali Khan.

In 1862 the Chief of Dujana received an Adoption Sanad (*see* No. XXII).

In 1867 Hasan Ali Khan was succeeded by his son Saadat Ali Khan and he by his son Mumtaz Ali Khan in 1879.

In 1886 he ceded full jurisdiction over the land in his territory coming within the limits of the Rewari-Ferozepore Railway, and in 1899 an Agreement to the same effect (No. XV) was obtained from him in a revised form.

Mumtaz Ali Khan was succeeded in 1908 by Muhammad Khurshaid Ali Khan, with whom an agreement was concluded in 1919 under which the control of poppy cultivation and the manufacture and sale of opium and intoxicating drugs in the State, and the revenue derived therefrom. were transferred to the British Government for a period of two years with effect from the 1st April 1919, in consideration of the payment of certain compensation. This agreement did not, however, actually come into force till the 1st April 1920 and terminated on the 31st March 1922, having been specially prolonged for one year. It was then renewed for a further period of two years, when a similar Agreement (No. XVI) was concluded with effect from the 1st April 1924, to continue in force for ten years, Government undertaking to pay the State Rs. 2,000 at the end of each financial year.

Muhammad Khurshaid Ali Khan was succeeded in 1925 by the present Nawab Muhammad Iqtidar Ali Khan, born in 1912. During his minority the State is administered by a Council.

The area of Dujana is 100 square miles; the population, according to the Census of 1921, 25,833; and the revenue Rs. 1,60,000.

The military forces consist (1926) of 8 Cavalry, 47 Infantry, 19 Armed Police and 12 Artillery men, with 3 guns. The Nawab, under the terms of his Sanad, is bound to furnish a contingent of 200 horse when required.

The State is under the political superintendence of the Commissioner of the Ambala Division.

2. KALSIA.

Sardar Gurbakhsh Singh, the founder of the family, came originally from Kalsia, a village in the Manjha. He was succeeded by his son Jodh Singh. At the time of the extension of British protection to the cis-Sutlej States, a copy of the proclamation issued by Sir D. Ochterlony was not sent to Jodh Singh, as his disposition towards the British Government was doubtful: and it was proposed that, if the Chief continued indifferent to British protection and determined to unite himself with Ranjit Singh, he should be declared an enemy and dispossessed of his territories. After two months, however, Jodh Singh followed the example of others, and was assured of protection.

In 1817 Jodh Singh was succeeded by his son Sobha Singh, and he by his son Lehna Singh in 1858.

In 1862 the Chief of Kalsia received an Adoption Sanad (No. XVII).

In 1869 Lehna Singh was succeeded by his son Bishan Singh, and he in 1883 by his son Jagjit Singh, who in 1886 was succeeded by his brother Ranjit Singh. During his minority the State was administered by a Council of Regency which, in 1891, ceded full jurisdiction over lands within the State required for the Delhi-Ambala-Kalka Railway. An Agreement (No. XIX) to this effect was obtained in 1899.

In 1894, under an Agreement (No. XVIII) having effect from the 1st April 1892, the control of the excise arrangements in the State, and the income derived from the sale of spirits, opium and intoxicating drugs, were transferred to the British Government for a period of five years in consideration of an annual payment of Rs. 5,500. This agreement has been renewed from time to time. The annual payment by Government was raised to Rs. 14,500 in 1923. The last renewal was for a period of two years from the 1st April 1927, the conditions remaining unchanged.*

In 1908 Ranjit Singh was succeeded by Sardar Ravi Sher Singh, the present Chief, born in 1901, during whose minority the State was administered by a Council of Regency. He was invested with ruling powers in 1922.

In 1916 the hereditary title of Raja was conferred (No. XX) on the Chief of Kalsia.

The Chief receives a money payment of Rs. 2,851 a year in perpetuity from the British Government, as compensation for loss of customs duties.

The area of Kalsia is 188 square miles; the population, according to the Census of 1921, 57,300; and the revenue Rs. 7,11,000.

The military forces consist (1926) of 17 Cavalry, 83 Infantry, 58 Armed Police and 5 Artillery men, with 3 serviceable guns.

The State is under the political superintendence of the Commissioner of the Ambala Division

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

3. Pataudi.

The original grantee, Faiz Talab Khan, was a brother of the Jhajjar Nawab, Najabat Ali Khan. He was severely wounded in an action with Holkar's troops, and for his services he was granted in 1806 (No. XXI) the pargana of Pataudi in perpetual jagir. He died in 1829 and was succeeded by Akbar Ali Khan who, in 1862, was succeeded by his son Muhammad Taki Ali Khan.

In 1862 the Chief of Pataudi received an Adoption Sanad (No. XXII).

---

* When the agreement was renewed in 1897, the following words were added at the end of the ninth clause: "and the import or transport of opium or intoxicating drugs".

In 1867 Muhammad Taki Ali Khan was succeeded by his son Muhammad Mukhtar Husain Ali Khan, and he by his son Muhammad Mumtaz Husain Ali Khan in 1878.

In 1894, under an Agreement (No. XXIII), the control of excise arrangements in the State, and the income derived from the sale of spirits, opium and intoxicating drugs, were transferred to the British Government for a period of five years, in consideration of an annual payment of Rs. 414. This agreement has been renewed from time to time. The annual payment by Government was raised to Rs. 1,000 in 1923. The last renewal was for a period of three years from the 1st April 1928, the conditions remaining unchanged.

Muhammad Mumtaz Husain Ali Khan died in 1898 without issue, and was succeeded by a distant cousin, Muhammad Muzaffar Ali Khan who, in 1901, confirmed by an Agreement (No. XXIV) the cession, originally made in 1884, of full jurisdiction over the lands in the State occupied, or thereafter to be occupied, by the Rajputana-Malwa Railway.

Muhammad Muzaffar Ali Khan was succeeded in 1913 by Muhammad Ibrahim Ali Khan, and he, in 1917, by the present Nawab Muhammad Iftiqar Ali Khan, during whose minority the administration is conducted by a Manager appointed by Government.

The area of Pataudi is 52 square miles; the population, according to the Census of 1921, 18,097; and the revenue Rs. 1,87,000.

The military forces consist (1926) of 5 Cavalry, 30 Infantry, 34 Armed Police and 10 Artillery men, with 4 serviceable and 2 unserviceable guns. The Nawab, under the terms of his Sanad, is bound to furnish a contingent of 400 horse when required.

The State is under the political superintendence of the Commissioner of the Ambala Division.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

by the offer to them of restoration, together with a guarantee of future independence, on the condition of their taking part with the British in the event of any subsequent incursions by the Nepalese. All the Simla Hill Rajas accepted this offer: and, it having been resolved to restore to each the territories held by him prior to the Gurkha occupation, a conference of Chiefs under General Ochterlony was held at Plassia. The object of this conference was to determine the territories held by each Chief prior to the occupation. No enquiry was instituted into the circumstances in which possession of any particular tract had been acquired, possession where proved being confirmed. It was considered expedient to sever the connection, subsisting prior to the Gurkha invasion between the more powerful chieftains and their dependents, in all cases where the latter could prove that their dependence consisted of little more than a general recognition of superiority. But in the case of chiefships which had been compelled by the exigencies of their position to submit definitely to the dominion of a more powerful neighbour, the superior Chief was recognised as the overlord of the inferior. Thus the Thakurais of Kumharsain, Balsan, Kuthar, Mangal and Dhami were constituted separate chiefships and granted independent *sanads*, while the Thakurais of Khaneti and Delath were conferred upon Bashahr and those of Koti, Madhan, Ghund and Theog upon Keonthal.

In 1847 transit duties were abolished throughout the Simla Hill States. An annual payment of Rs. 13,735 is made by Government as compensation for loss of revenue on this account.

An Adoption Sanad (*see* No. XVII) was granted to each of the Chiefs, except Sangri, in 1862.

Capital sentences passed by the Chiefs require to be confirmed by the Superintendent before they can be carried out.

1. Bashahr.

On the conclusion of the Gurkha War, Raja Mahendar Singh received a Sanad (No. XXV) confirming him in possession of Bashahr proper and the Thakurais of Khaneti and Delath. A part of the Rawain district of the State was however transferred to Keonthal, while Kumharsain was constituted a separate Thakurai.

Mahendar Singh died in 1850 and was succeeded by his son Shamsher Singh, who died in 1914 when, in the absence of lawful male issue, he was succeeded by his adopted son, the present Raja Padam Singh. He enjoys a personal salute of nine guns.

Adjoining Bashahr is a tract which originally formed the small chiefship of Sairi. The last Chief of Sairi, Dharam Singh, died without issue in 1813: and, on the death of his widow in 1864, the Raja of Bashahr, as the suzerain of Sairi, claimed the chiefship as an escheat in

default of a lineal heir to the late Chief. The claim was allowed by Government, the nearest representative of the Sairi family being granted an allowance of Rs. 150 per year from the revenues of the chiefship (about Rs. 400). Nazarana equal to a year's revenue of Sairi was however recovered from the Bashahr Chief as a punishment for his having attempted to establish his claim to Sairi by fraudulent interpolations in the Sanad of 1815.

In 1864 the Raja of Bashahr leased his forests to the British Government for a period of fifty years (No. XXVI). By a supplementary Agreement (No. XXVII), executed in 1871, he also leased his rights to waif and drift timber. The terms of these leases were in 1877 embodied in a single Agreement (No. XXVIII) which, besides securing to the Raja an annual payment of Rs. 10,000 in consideration of the rights conceded, made more definite provision for the conservancy of the forests granted. The Agreement of 1877 terminated in 1927: and in 1929 a fresh Agreement (No. XXIX) was made, with effect from the 1st November 1928, to continue in force for twenty-five years. Under the new agreement more definite provisions for the conservancy of the forests were made, and the annual payment to the Raja was raised to Rs. 1,00,000.

The Bashahr Chief is required, under the terms of his Sanad, to join the British Army with his armed retainers and hill porters when called upon to do so, and to construct roads within his territory. The annual tribute of Rs. 15,000 imposed by the Sanad was reduced in 1847 to Rs. 3,945 as compensation for the abolition of transit duties.

The area of Bashahr and Sairi is 3,820 square miles; the population, according to the Census of 1921, 86,000; and the revenue Rs. 3,34,000.

The State maintains a force of 75 Infantry and Police.

The area of Khaneti is 19 square miles, the population 3,000, and the revenue Rs. 27,000. The area of Delath is 42 square miles, the population 1,300, and the revenue Rs. 4,000. The Thakur of Khaneti pays a sum of Rs. 900 annually to the Bashahr State, and the Thakur of Delath a sum of Rs. 150.

The present Thakur of Khaneti is Amog Chand, who succeeded in 1912: and the present Thakur of Delath is Devi Singh, who succeeded in 1920.

2. Nalagarh or Hindur.

In 1815 Raja Ram Singh received a Sanad (No. XXX) confirming him in all his ancestral possessions, with the exception of a half share in village Faizullapura and the fort of Malaun and its surrounding villages. As the Raja's services during the Nepalese War had been exceptional, no tribute was imposed by the Sanad. The fort of Malaun was retained by Government for use as a military post, the Raja being granted in exchange (No. XXXI) the Thakurai of Bharauli. The fort was, however, returned to the Raja in 1846 (No. XXXII) in recognition

of his fidelity during the Sikh War. Bharauli, coming again into the possession of Government, was sold for Rs. 8,000 to the Rana of Balsan, whose territory it adjoins. Government's half share in village Faizullapura was transferred to the Raja in 1852, in return for the cession by him of an area of corresponding value elsewhere.

Ram Singh died in 1848 and was succeeded by his son Bije Singh, who died in 1856 without male issue: and the State then lapsed to Government. In view, however, of the exceptional services of Raja Ram Singh, the rule of his family was restored: and in 1860 Ugar Singh, the second of three illegitimate sons of Raja Ram Singh, was appointed to the *gaddi* with the hereditary title of Raja. The Sanad granted to him (No. XXXIII) prescribed the payment of an annual tribute of Rs. 5,000 and the giving of assistance to Government in times of danger or disturbance.

Ugar Singh died in 1876 and was succeeded by his son Isri Singh, who died in 1911 and was succeeded by his younger brother, the present Raja Jogendar Singh.

The area of Nalagarh is 256 square miles; the population, according to the Census of 1921, 46,868; and the revenue Rs. 2,68,000.

The State maintains a force of 58 Armed Police.

3. KEONTHAL.

In 1800, just before the Gurkha invasion, Keonthal is said to have been the overlord of some eighteen petty Thakurais. On the arrival of the Gurkhas, however, the Keonthal Chief, Rana Raghunath Sen, fled to Suket where he subsequently died. He was survived by an infant son, Sansar Sen, to whom, in 1814, the State was restored by the British Government. In the course of the Gurkha occupation many of the Thakurais contrived to free themselves from the overlordship of Keonthal, while others became absorbed in Keonthal or in other States. Of the area which remained to Keonthal in 1814, eight parganas were ceded to Government by the Chief's representatives, in lieu of a money contribution towards the expenses of the Nepalese War. These were granted later to Patiala (*see* Part II, Punjab States, Patiala No. III) in return for a cash payment, in recognition of his assistance in the prosecution of the war. In the remainder of his territories Sansar Sen was confirmed by a Sanad (No. XXXIV), and in regard to these no tribute was imposed. By a second Sanad (No. XXXV) the Chief of Keonthal was invested with authority over the Thakurais of Theog, Koti, Ghund and Kiari (or Madhan), the Chiefs of which were required to regard him as their overlord and to pay him tribute—in the case of Theog and Koti, Rs. 500 each, and of Ghund and Madhan, Rs. 250 each. By a third Sanad (No. XXXVI) the pargana of Punar was conferred upon Keonthal. This sanad is dated 1823, but the transfer ac-

tually took place in 1816. In 1876 the Thakur of Ratesh was declared to be subordinate to Keonthal. No sanad was, however, granted to Keonthal and no tribute is paid by Ratesh.

In 1830 a part of the district of Raingarh, or Rawain, which had been retained by Government in 1815 (*see* No. XXV) was conferred upon the Keonthal Chief in exchange for Simla. The jagirdars of Rawain, Dhadi and Nandpur in the Raingarh district were, however, excepted from this exchange, and the two former were declared in 1896 to be feudatories of Jubbal. A sanad was promised to the Keonthal Chief on the occasion of this exchange, but it does not appear to have ever been given.

The Keonthal Chiefs were styled Rana up to 1858. In that year the hereditary title of Raja was conferred (No. XXXVII) on the Chief of Keonthal, and Sansar Sen was given a khillat of Rs. 1,000, in recognition of his loyal behaviour at the outbreak of the mutiny. Many Europeans fled from Simla when it was feared that the regiment of Gurkhas stationed there had become disaffected, and these were given shelter by Sansar Sen.

Sansar Sen died in 1862 and was succeeded by his son Mahendra Sen who, in 1882, was succeeded by his son Balbir Sen.

In 1884, in return for an annual payment of Rs. 3,500, he ceded (No. XXXVIII) full jurisdiction over an area of 50 acres of land known as Kasumpti, which adjoins the municipality of Simla.

Balbir Sen died in 1901 and was succeeded by his son Bije Sen who, in that year, ceded (No. XXXIX) full jurisdiction over lands within the State required for the Kalka-Simla Railway. He died in 1916 and was succeeded by his minor son the present Raja Hamendra Sen, who was invested with ruling powers in 1926.

The area of Keonthal proper is 116 square miles; the population, according to the Census of 1921, 25,500; and the revenue Rs. 1,30,000.

The State maintains a force of 12 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The area, population and revenue of the Thakurais is—Koti, 50 square miles, 9,200, Rs. 1,36,000: Theog, 144 square miles, 6,300, Rs. 25,600: Madhan, 9 square miles, 3,700, Rs. 5,500: Ghund, 28 square miles, 2,100, Rs. 1,550: and Ratesh, 12 square miles, 480, Rs. 770.

The present Thakurs are—Koti, Rana Raghubir Chand who succeeded in 1891: Theog, Thakur Padam Chand (1909): Madhan, Thakur Randhir Chand (1905): Ghund, Thakur Ranjit Singh (1907): and Ratesh, Thakur Shamsher Singh (1925).

4. Baghal.

During the occupation of Baghal by the Gurkhas, Rana Jagat Singh took refuge in Nalagarh. On the expulsion of the Gurkhas he was restored to the possession of his State by a Sanad (No. XL). The Sanad prescribed the maintenance by the Chief at the service of Government of a hundred begaris, subsequently commuted to an annual tribute of Rs. 3,600.

Jagat Singh was succeeded by his son Sheo Saran Singh, who died in 1840 and was succeeded by his son Kishen Singh. In 1860 a khillat was conferred upon him in recognition of his services during the mutiny, men of his State having helped to guard the road from Jullundur to Simla at a time when an attack upon Simla by the mutineers at Jullundur was apprehended.

In 1875 the hereditary title of Raja was conferred (No. XLI) on the Chief of Baghal.

In 1877 Kishan Singh was succeeded by his son Moti Singh, who died a few months later, when his cousin Dhian Singh succeeded him. In 1904 Dhian Singh was succeeded by his son Bikram Singh, and he in 1922 by his son the present Raja Surendar Singh, who was born in 1909 and has not yet received his powers. The State is administered by a Manager.

The area of Baghal is 124 square miles; the population, according to the Census of 1921, 25,000; and the revenue Rs. 1,00,000.

The State maintains a force of 15 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

5. Jubbal.

At the time of the Gurkha invasion Jubbal was a tributary of Sirmur, but during the occupation it became separated, and in 1815 Rana Puran Chand was granted an independent Sanad (No. XLII). The Sanad prescribed the maintenance of 70 begaris at the permanent service of Government. This condition was subsequently commuted to an annual tribute of Rs. 2,520.

Puran Chand misgoverned the State, and in 1832 he abdicated in favour of Government. He soon, however, repented this act, and refused the annual allowance of Rs. 4,400 sanctioned for his support. After a lengthy correspondence it was resolved, in 1840, that Puran Chand should be restored. He died, however, before effect could be given to this decision, and the State remained under Government management until his son, Karam Chand, came of age. He was invested with powers in 1853 and died in 1877, his powers being restricted from 1859 to 1862. He was succeeded by his son Padam Chand, who

died in 1898, and was succeeded by his minor son Gian Chand who, dying without male issue in 1910, two years after he had received his powers, was succeeded by his half brother Baghat Chand, the present Chief.

In 1918 the hereditary title of Raja was conferred (No. XLIII) on the Chief of Jubbal.

The area of Jubbal is 288 square miles; the population, according to the Census of 1921, 24,800; and the revenue Rs. 8,82,000.

The State maintains a force of 45 Armed Police.

In 1896 the Thakurais of Rawain (or Rawingarh) and Dhadi were declared subordinate to Jubbal. Each pays an annual tribute of one musk pod. Jubbal does not, however, interfere with the administration of the Thakurais.

The area of Rawain is 7 square miles, the population 711, and the revenue Rs. 8,200. The area of Dhadi is 25 square miles, the population 185, and the revenue Rs. 5,500.

The present Chief of Rawain is Thakur Kidar Singh, who succeeded in 1904: and of Dhadi, Thakur Dharm Chand, who succeeded in 1901.

6. BAGHAT.

During the Nepalese War, Rana Mahendra Singh of Baghat was unfriendly in his attitude towards Government: and on the conclusion of the war five parganas were taken from him and sold to Patiala (*see* Part II, Punjab States, Patiala No. IV). The Rana was, however, confirmed (No. XLIV) in his remaining parganas. Mahendra Singh died without male issue in 1839, and the State then lapsed to Government, pensions to the extent of Rs. 1,282 being sanctioned for the family of the late Chief. In 1842, however, it was restored to Baje Singh, brother of Mahendra Singh. During the escheat the cantonment of Kasauli had been established within the State, and Bije Singh offered to present this area to Government. The offer was refused; but the area was purchased by Government for a sum of Rs. 5,000.

In 1849, on the death of Bije Singh without male issue, the State was again declared an escheat. In 1861, however, Government decided to restore it to Umed Singh, a cousin of Bije Singh, though before effect could be given to this decision Umed Singh died. His minor son Dalip Singh was then appointed to the *gaddi*, and a new Sanad (No. XLV) was issued to him in 1862, imposing an annual tribute of Rs. 2,000. This was secured by the reservation to Government of lands within the State producing a gross revenue of Rs. 2,500 per annum, including a property which had been acquired by a General Innes, of the Indian Army, during the period of the escheat. Soon however the representatives of the minor Chief complained of the loss of vassalage and cesses

to which the State was subjected by this arrangement, and Government then restored the reserved area, except the estate of General Innes, in return for an annual payment equal to the revenue it produced (Rs. 997-1-0). Under the revised Sanad of 1864 (No. XLVI) in which these arrangements were sanctioned, the Rana was required to abide by the revenue settlement made during the second escheat, and to respect the rights of the under-tenants recognised by Government. After the death of General Innes in 1876, his estate was purchased by the Rana for Rs. 35,000. The estate was formally returned to Baghat in 1891.

In 1901 the Chief ceded (No. XLVII) jurisdiction over lands within the State required for the Kalka-Simla Railway, and land has been ceded from time to time for the Solon and Kasauli cantonments and the Sabathu and Dagshai water-works. In consequence of these cessions the tribute of Rs. 2,000 was gradually reduced, and the State now pays no tribute.

Dalip Singh died in 1911, and was succeeded by his minor son, the present Raja Durga Singh, who was invested with powers in 1922.

In 1928 the hereditary title of Raja was conferred (No. XLVIII) on the Chief of Baghat.

The area of Baghat is 36 square miles; the population, according to the Census of 1921, 9,500; and the revenue Rs. 1,10,000.

The State maintains a force of 36 Armed Police.

7. Kumharsain.

At the time of the Gurkha invasion Kumharsain was a tributary of Bashahr, and was itself the overlord of Balsan, Bharauli and Madhan. During the subsequent occupation it became independent of Bashahr, but it also lost its own tributaries.

On the arrival of the Gurkhas, Rana Kehr Singh of Kumharsain took refuge in Kulu. He was restored in 1816, his Sanad (No. XLIX) prescribing among other things the maintenance of 40 *begaris* at the permanent service of Government. This condition was later commuted to an annual cash payment of Rs. 1,440.

Kehr Singh died in 1839 without male issue, and the State then lapsed to Government. In consideration, however, of the attachment of Kehr Singh to British interests during the Nepalese War, it was decided that the rule of his house should be continued: and Pritam Singh, a collateral, was appointed to the *gaddi* in 1840. The Sanad granted to Pritam Singh was identical with that granted to Kehr Singh; but on Pritam Singh's succession the annual tribute of Rs. 1,440 was raised to Rs. 2,000. Pritam Singh died in 1858 and was succeeded by his son Bhawani Singh who died in 1874, when his son Hira Singh succeeded; but, owing to his mental incapacity, the State was administered by a Council or a Manager during the forty years of his chiefship.

Hira Singh died in 1914 and was succeeded by his son, the present Rana Vidyadhar Singh, born in 1896. He received the powers of a Manager in 1917, and full powers in 1920.

The area of Kumharsain is 90 square miles; the population, according to the Census of 1921, 12,200; and the revenue Rs. 47,500.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

8. Bhajji.

The State was overrun by the Gurkhas in 1803. On their expulsion in 1815, Rana Rudar Pal was restored and confirmed in his territories (No. L).

Rudar Pal abdicated in 1842 and was succeeded by his son Ran Bahadur Singh, to whom a fresh Sanad (No. LI) was granted in 1885, by which the condition, requiring the Chief to maintain 40 begaris at the constant service of Government, was commuted to an annual cash payment of Rs. 1,440.

Ran Bahadur Singh died in 1875 and was succeeded by his son Durga Singh, who died in 1913. Durga Singh was succeeded by his infant son the present Rana Birpal, who was installed in 1918. The State is being administered by a Manager.

The area of Bhajji is 96 square miles; the population, according to the Census of 1921, 14,200; and the revenue Rs. 99,000.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

9. Mahlog.

During the Gurkha occupation Thakur Sansar Chand of Mahlog took refuge in Nalagarh. He was restored in 1815. The obligation to supply 40 begaris imposed by the Sanad (No. LII) was later commuted to an annual cash payment of Rs. 1,440.

Sansar Chand died in 1849 and was succeeded by his son Dalip Chand, who died in 1880. Dalip Chand was succeeded by his son Raghunath Chand, who died in 1902, and was succeeded by his infant son the present Thakur Durga Chand, who received his powers in 1920.

The area of Mahlog is 43 square miles; the population, according to the Census of 1921, 8,300; and the revenue Rs. 41,000.

The State maintains a force of 10 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

10. Balsan.

Balsan was for many years a tributary of Sirmur. At the time of the Gurkha invasion it was, however, subordinate to Kumharsain. Thakur Jograj assisted the British forces, his principal exploit being the capture of the Nagan Fort together with a hundred Gurkhas, whom he handed over to General Ochterlony. At the close of the war he was therefore granted an independent Sanad (No. LIII). The obligation to supply 30 begaris was later commuted to an annual cash payment of Rs. 1,080. Jograj again behaved with loyalty during the mutiny, when he sheltered and entertained several European refugees from Simla. In acknowledgment of these services he was given a khillat in 1858 and the hereditary title of Rana was conferred (No. LIV) on the Chief of Balsan. Jograj died in 1867, and was succeeded by his son Bhup Singh, who died in 1884 and was succeeded by his grandson Bir Singh. Bir Singh died in 1920 without male issue, and was succeeded by his brother the present Rana Atar Singh.

The area of Balsan is 51 square miles; the population, according to the Census of 1921, 6,100; and the revenue Rs. 84,000.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

11. Dhami.

At the time of the Gurkha invasion Dhami was tributary to Bilaspur. On the expulsion of the Gurkhas, Rana Goverdhan Singh was, however, granted an independent Sanad (No. LV). The obligation to supply 40 begaris, imposed by this Sanad, was later commuted to an annual cash payment of Rs. 720, which in 1858 was reduced to Rs. 360 for the life of Goverdhan Singh, in consideration of his loyal behaviour during the mutiny.

Goverdhan Singh died in 1868, and was succeeded by his son Fateh Singh. In 1888 the tribute payable by the State was again reduced to Rs. 360 for his life time. He died in 1894 and was succeeded by his son Hira Singh, who also, in 1901, obtained a remission of half the tribute of the State. Hira Singh died in 1920, and was succeeded by his son the present Rana Dalip Singh, during whose minority the State is administered by a Council. The full annual tribute of Rs. 720 is now paid.

The area of Dhami is 26 square miles; the population, according to the Census of 1921, 4,800; and the revenue Rs. 45,500.

12. Kuthar.

In early times Kuthar seems to have been tributary in turn to Nalagarh and Bilaspur. At the time of the Gurkha invasion it was, however,

tributary to Keonthal. During the Gurkha occupation Rana Gopal Singh took refuge at Manimajra, in the Ambala district. He died on his way back to Kuthar at the end of the war, and the State was conferred on his son Bhup Singh. The Sanad granted to Bhup Singh (No. LVI) prescribed the maintenance of 40 begaris at the service of Government. This number was later reduced to 30 and was commuted to an annual cash payment of Rs. 1,000.

Bhup Singh died in 1858, and was succeeded by his son Jai Chand, to whom a khillat of Rs. 600 was granted in consideration of the services rendered by the State during the mutiny. Jai Chand died in 1896 and was succeeded by his son Jagjit Chand, who, on account of ill-health, abdicated in 1930 in favour of his son the present Rana Kishen Chand. The *ex*-Rana Jagjit Chand died on the 19th November 1930.

The area of Kuthar is 20 square miles; the population, according to the Census of 1921, 3,800; and the revenue Rs. 37,500.

The State maintains a force of 12 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

13. KUNIHAR.

On the expulsion of the Gurkhas, Thakur Mungree Deo was confirmed in the Chiefship. The obligation to supply 5 begaris imposed by the Sanad (No. LVII) was commuted later to an annual payment of Rs. 180.

Mungree Deo died in 1816 and was succeeded by his son Kishan Singh, who died in 1866. Kishan Singh was succeeded by his son Tegh Singh, who died in 1905. Tegh Singh was succeeded by his minor son the present Thakur Hardeo Singh, who received his powers in 1917.

The area of Kunihar is 80 square miles; the population, according to the Census of 1921, 2,000; and the revenue Rs. 18,000.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

14. MANGAL.

Mangal was originally a tributary of Bilaspur. On the expulsion of the Gurkhas, however, Rana Bahadur Singh was granted an independent Sanad (No. LVIII). The obligation to supply begaris imposed by this was later commuted to an annual payment of Rs. 72.

Bahadur Singh was succeeded by his son Prithi Singh, who died in 1844. Prithi Singh was succeeded by his son Jodha Singh, who died within a few months of his succession, when the Chiefship passed to his brother Jit Singh. He died in 1892 and was succeeded by his son Tilok Singh who died in 1920 and was succeeded by his son the present Rana Sheo Singh.

The area of Mangal is 12 square miles; the population, according to the Census of 1921, 1,200; and the revenue Rs. 1,200.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

15. BEJA.

On the expulsion of the Gurkhas the State was restored to Thakur Man Chand. The obligation to supply 5 begaris imposed by the Sanad (No. LIX) was later commuted to an annual cash payment of Rs. 180. This was reduced by Rs. 56 per annum in 1892, as compensation for a small area of land incorporated within the Kasauli Cantonment.

Man Chand died in 1817 and was succeeded by his son Partab Chand, who died in 1841 and was succeeded by his son Udai Chand, who died in 1905. He was succeeded by his minor son the present Thakur Puran Chand, who was invested with powers in 1921.

The area of Beja is 4 square miles; the population, according to the Census of 1921, 940; and the revenue Rs. 11,000.

The State maintains a force of 4 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

16. DARKOTI.

On the expulsion of the Gurkhas Rana Sutes Ram was confirmed in the Chiefship (No. LX). He died in 1854, and the subsequent succession to the *gaddi* has been as follows, the eldest son in each case succeeding his father:—Paras Ram (1854): Ram Singh (1856): Ram Saran Singh (1883): and the present Rana Raghunath Singh (1918).

The State forests are managed by Government, the net profits being paid to the Rana.

The area of Darkoti is 8 square miles; the population, according to the Census of 1921, 610; and the revenue Rs. 2,000.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

17. THAROCH.

Tharoch was formerly a portion of the Sirmur State. At the time of the expulsion of the Gurkhas its Chief was Thakur Karam Singh. He however was old and infirm, and the administration of the State was in the hands of his brother Jhobu. On Karam Singh's death in 1819 the State was granted to Jhobu, the obligation to supply 8 begaris imposed by the Sanad (No. LXI) being later commuted to an annual cash payment of Rs. 288.

Jhobu was guilty of misgovernment and about 1838 was required to abdicate in favour of his son Syam Singh, who in turn was required to abdicate in 1841, and the State was then incorporated in Jubbal. In 1843, however, it was restored to Ranjit Singh, son of Karam Singh, on his agreeing (No. LXII) to abstain from the barbarities practised by Jhobu and Syam Singh. By the Sanad granted to Ranjit Singh (No. LXIII) the annual payment of Rs. 288 was continued.

Ranjit Singh died in 1871 and was succeeded by his grandson Kidar Singh. He died in 1902 and was succeeded by his minor son the present Rana Surat Singh, who was invested with powers in 1908.

In 1929 the personal title of Rana was conferred on Thakur Surat Singh.

The area of Tharoch is 75 square miles; the population, according to the Census of 1921, 4,200; and the revenue Rs. 1,30,000.

The State maintains a force of 6 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

18. SANGRI.

Sangri was originally a tributary of Bashahr, from whom it was taken by Raja Man Singh of Kulu some time during the first half of the eighteenth century. In 1803 it was seized by the Gurkhas, but in 1815 it was restored (No. LXIV) to its Chief Bikram Singh (or Bikarmanjit).

Bikram Singh died in 1816, and was succeeded by his son Ajit Singh, who died childless in 1841. Jagat Singh, brother of Bikram Singh, should then have succeeded; but, as he was then incapable of ruling, the Chiefship passed to his son Ranbir Singh, on whose death in 1844 Jagat Singh was recognised as Chief, though the State was taken under management and remained so until his death in 1876. He was succeeded by his son Hira Singh.

In 1887 the hereditary title of Rai was conferred (No. LXV) on the Chief of Sangri.

Hira Singh died in 1927 and was succeeded by his son the present Rai Raghbir Singh, born in 1909, who at present exercises the powers of a Manager in the State.

The area of Sangri is 16 square miles; the population, according to the Census of 1921, 3,200; and the revenue Rs. 7,500.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

IV.—MAMDOT JAGIR.

The Chief of Mamdot was not brought under British protection with the other cis-Sutlej States in 1809, but remained a feudatory of the Lahore Darbar, to whom he furnished a contingent of one hundred horse. The Mamdot contingent fought on the side of the Sikh army during the Sutlej campaign; but towards the close of the war the Chief, Jamal-ud-din Khan, deserted to the side of the British and subsequently rendered good service, for which he received the title of Nawab, and his contingent was reduced to 50 horse in time of peace and 75 in war. No enquiry seems to have been made regarding the status of the Chief, nor were his relations to the British Government defined.

The Nawab so grievously misgoverned his State and misused his powers that in 1856, after deliberate enquiry, the British Government declared his sovereign powers to be forfeited for ever, reduced the State to the position of a jagir, and removed the Nawab to Lahore, where he continued to receive the surplus revenues of Mamdot after the expenses of its management by British officials had been met.

Jamal-ud-din Khan died in 1863, when the British Government were pleased to revive the fief in the person and family of his brother Jalal-ud-din Khan, who was recognised as Nawab of Mamdot, with powers carefully restricted by Sanad (No. LXVI).

He died in 1875, and was succeeded by his son Nizam-ud-din Khan, who died in 1891, leaving an infant son, Kutab-ud-din Khan, when the Estate again came under Government management. Kutab-ud-din Khan died on the 16th March 1928, leaving no issue: and claims to succession to the Estate and the hereditary title are now under consideration. Meanwhile the Estate continues under the management of the Court of Wards.

V.—MINOR CIS-SUTLEJ CHIEFS.

When the minor cis-Sutlej Chiefs were deprived of their sovereign powers, the police management of their Estates was assumed by the British Government; all customs duties were abolished without compensation, except in the case of the Nawab of Kunjpura and the Mir of Kotaha; and the Chiefs were reduced to the rank of ordinary jagirdars. But, in consideration of these changes, some privileges of person and property were extended to a limited number of the Chiefs for their lives. Cases in which the cause of action had arisen before the 8th June 1849 were declared not to be cognizable by the civil and revenue courts. For criminal offences committed previous to January 1847 the Chiefs were declared amenable only to the Commissioner as Political Agent. For any criminal offence committed since January 1847 the Chiefs were declared exempt from arrest for their lives, and their family houses from police interference, except in capital cases or heinous offences against person and property, for which they were to be responsible only to the Commissioner. For any civil claims presented to the civil or revenue courts, the Chiefs were declared to be exempt from personal arrest, and their dwellings from attachment. The landed Estates of such Chiefs, being liable to lapse to the British Government in default of male heirs, were declared to be only subject to attachment for rents and profits under court decree during the lifetime of incumbents. All Estates shared between the disfranchised and the superior Chiefs were brought under the civil, revenue and criminal jurisdiction of the British Government, but exchanges might be effected of such coparcenary tenures.

In the mutiny of 1857 all these Chiefs rendered services to the British Government: and as a reward Government sanctioned a permanent reduction in twenty-three Estates of Rs. 21,416 a year in the amount payable in commutation for personal service.

More recently thirteen of the more influential Chiefs were appointed jagirdar magistrates, with jurisdiction over their own Estates, and in some instances over contiguous Government villages.

Succession to these Estates is governed by the following rules:—

1st.—That no widow shall succeed.

2nd.—That no descendants in the female line shall inherit.

3rd.—That on failure of a direct male heir, a collateral male heir may succeed, if the common ancestor of the deceased and of the collateral claimant was in possession of the share at or since 1808-9.

Certain of these Estates have, however, since 1900 been made subject to the Punjab Descent of Jagirs Act of that year.

The following is a statement of the principal cis-Sutlej jagirs, showing their annual revenue and the amount of tribute paid to the British Government. Some of them are held by individual Chiefs, others by clans in which the individual shares are sub-divided into very small fractions, and others by retainers and dependents of Chiefs whose families have become extinct:—

District.	Serial No.	Name.	Revenue.	Commutation.	Remarks.
			Rs.	Rs.	
Ludhiana.	1	Ajner	2,447	...	
	2	Bagrian	4,366	273	
	3	Bhamipura	624	...	
	4	Bhari	9,256	1,134	
	5	Bhojowali	2 326	291	
	6	Bija Rupalon	1,906	206	
	7	Butahri	3,110	...	
	8	Dewa Khosa:			
		Samala	700	88	
		Ludhiana	4.814	605	
	9	Goh, Malakpur Haron Kalan, Pargana Khanna, *alias* Sountiwala	5,897	703	
	10	Jabbo Mazra	13,872	1,652	
	11	Jaspalon	705	94	
	12	Kotla Bhari	2,673	334	
	13	Ladhran	31,133	3,892	
	14	Lalton	4,427	768	
	15	Maland:			
		Malaud	66,197	6,885	
		Pakhoke	32.505	3,398	
		Ber	28,265	3,535	
	16	Rajowal, Pargana Utalan	565	62	
	17	Salaudi	1,608	...	
	18	Shamaspur	3,348	796	
	19	Sodhiwala	250	...	
	20	Talwandi Kalan	5,286	...	
	21	Tughal	1,289	...	

District	Serial No	Name	Revenue.	Commutation.	Remarks.
			Rs.	Rs.	
Karnal . .	1	Arnauli . .	58,562	6,120	
	2	Babial . . .	20,568	2,828	
	3	Badauli . . .	525	73	
	4	Badwan :			
		Sohana . . .	8,828	662	
		Manak Majra .	9,002	676	
	5	Bharaili . .	20,647	2,839	
	6	Boh . . .	12,159	1,672	
	7	Buria . . .	52,547	4,302	
	8	Chalian :			
		Burail . . .	10,163	1,397	
		Kumbra . .	4,213	580	
		Lamba . . .	2,304	317	
		Landran . . .	2,905	399	
		Sukh Garh . .	10,259	1,410	
	9	Choh Rato (including Ghel) Ambala . .	19,206	2,782	
	10	Dhanaura . .	3,974	252	
	11	Dhanaura Labkari .	3,252	204	
	12	Granga . . .	2,651	364	
	13	Haibat Pur . . .	3 171*	408*	* This includes a jagir of Rs. 1,645 with a commutation of Rs 227 in Ambala District.
	14	Jharauli . . .	3,715	448	
	15	Kharar . . .	9,364	1,288	
	16	Kotaha . .	13,803	1,001	
	17	Kotla Nihang . .	4,165	313	
	18	Leda . . .	19,238	2,645	
	19	Saga	1,317	161	
	20	Shahabad . .	8,667	1,136	
	21	Shahid Tangaur . .	16,262	2,041	
	22	Shamgarh . . .	3,859	471	
	23	Sidhowal . .	67,363*	4,999*	* This includes a jagir of Rs. 22,449 with a commutation of Rs. 1,426 in Hissar District.

District.	Serial No.	Name.	Revenue.	Commutation.	Remarks.
			Rs.	Rs.	
Karnal—*contd.*	24	Sikandra . . .	2,720	330	
	25	Sil . . .	4,910	675	
Ambala . .	1	Dhin	10,985	1,510	
	2	Gaggon . . .	558	286	
	3	Godhera .	4 615	635	
	4	Ludhran .	1,800	248	
	5	Mian Majra Arnauli	425	58	
	6	Mustafabad . .	7,135	981	
	7	Panjokhara . .	10,835	1,489	
	8	Purkhali . . .	Lapsed to Government		
	9	Raipore . .	4,860	365	
	10	Ramgarh . . .	23,053	1,729	
	11	Rukhali-*cum*-Mangarh.	938	129	
	12	Sabgah . .	11,142	157	
	13	Sadhora:			
		Bawan Handian .	5,452	408	
		Birkan . . .	2,904	218	
		Kuewali . . .	3,372	253	
		Thathewali . .	3,614	271	
	14	Sahawaran *alias* Bandelian . . .	10,567	5,416	
	15	Saran . . .	7,916	1,088	
	16	Shahzadpur . .	11,419*	1,735*	* This includes a jagir of Rs 6,980 in Hissar District. No commutation is deducted from the Hissar District jagir.
	17	Sham Singhian:			
		Bal Chhappar . .	12,614	1,735	
		Basar . . .	10,985	1,510	
		Dhin . . .	662	91	
	18	Singhpurian . .	85,446	7,889	
	19	Singhpurian, Zaildars of	4,587	630	
	20	Todar Majra . .	3,365	463	

VI.—TRANS-SUTLEJ JAGIRDARS.

Sanads (No. LXVII) granting the right of adoption were given to Sardar Shamsher Singh, Sandhanwalia, and Raja Tej Singh. These, however, were ordinary jagirdars, having ordinary magisterial and revenue powers within their Estates, but no powers of government.

Tej Singh died in 1862 and was succeeded by his adopted son Harbans Singh, who died in 1900 and was succeeded by his son Kirthi Singh. On his death in 1906, the jagir passed to his brother Fateh Singh, who died on the 24th May 1926 and was succeeded by his son Tika Dhian Singh, the present Jagirdar.

Shamsher Singh died in 1871 and was succeeded by his adopted son Bakshish Singh, who died on the 3rd January 1907 and was succeeded by his son the present Sardar Raghbir Singh.

In 1900 an Act (No. IV Punjab of 1900) applicable to the whole Punjab was passed, with the object of preventing the breaking up of jagirs and encouraging the custom of primogeniture. In pursuance of this policy it was decided in 1901 that, in the case of perpetual jagirs subject to the rule of primogeniture, it should be open to Government, where the history and circumstance of the jagirdar justified this course, to confer a permanent right of adoption in reference to the succession to such jagirs. Forms of Sanads (No. LXVIII) have been approved for such cases, and the privilege has been conferred on the following jagirdars:—

1. Maharaja Jai Chand of Lambagraon, Kangra district.
2. Raja Narindar Chand of Nadaun, Kangra district.
3. Nawab Ibrahim Ali Khan of Kunjpura, Karnal district.
4. Malik Muhammad Amin Khan of Shamsabad, Attock district.
5. Sardar Gulzar Singh Kalianwala of Kala, Amritsar district.
6. Sardar Ram Singh Shahid of Shahzadpur, Ambala district.
7. Sardar Harcharn Singh of Kharan, Ambala district.
8. Sardar Bahadur Sardar Jawahir Singh of Mustafabad, Ambala district.

No. I.

TREATY of FRIENDSHIP and AMITY between the HONORABLE EAST INDIA COMPANY and the SIRDARS RUNJEET SING and FUTTEH SING,—1806.

Sirdar Runjeet Sing and Sirdar Futteh Sing have consented to the following Articles of Agreement concluded by Lieutenant-Colonel John Malcolm, under the special authority of the Right Honourable Lord Lake, himself duly authorized by the Honourable Sir George Hilaro Barlow, Baronet, Governor-General, and Sirdar Futteh Sing, as principal on the part of himself and plenipotentiary on the part of Runjeet Sing.

ARTICLE 1.

Sirdar Runjeet Sing and Sirdar Futteh Sing Aloowalla hereby agree that they will cause Jeswunt Rao Holkar to remove with his army to the distance of 30 coss from Amritsur immediately, and will never hereafter hold any further connection with him, or aid or assist him with troops, or in any other manner whatever; and they further agree that they will not in any way molest such of Jeswunt Rao Holkar's followers or troops as are desirous of returning to their homes in the Deccan, but, on the contrary, will render them every assistance in their power for carrying such intention into execution.

ARTICLE 2.

The British Government hereby agrees that in case a pacification should not be effected between that Government and Jeswunt Rao Holkar, the British Army shall move from its present encampment on the banks of the River Beah as soon as Jeswunt Rao Holkar aforesaid shall have marched with his army to the distance of 30 coss from Amritsur; and that in any Treaty which may hereafter be concluded between the British Government and Jeswunt Rao Holkar, it shall be stipulated that, immediately after the conclusion of the said Treaty, Holkar shall evacuate the territories of the Sikhs and march towards his own, and that he shall in no way whatever injure or destroy such parts of the Sikh country as may lie in his route. The British Government further agrees that as long as the said Chieftains Runjeet Sing and Futteh Sing abstain from holding any friendly connection with the enemies of that Government, or from committing any act of hostility on their own parts against the said Government, the British Armies shall never enter the territories of the said Chieftains, nor will the British Government form any plans for the seizure or sequestration of their possessions or property.

Dated 1st January 1806, corresponding with 10th Shawul, 1220 H.E.

SEAL OF RUNJEET SING. SEAL OF FUTTEH SING.

No. II.

TREATY with the RAJAH OF LAHORE,—1809.

Whereas certain differences which had arisen between the British Government and the Rajah of Lahore have been happily and amicably adjusted, and both parties being anxious to maintain the relations of perfect amity and concord, the following Articles of Treaty, which shall be binding on the heirs and successors of the two parties, have been concluded by Rajah Runjeet Sing on his own part, and by the agency of Charles Theophilus Metcalfe, Esquire, on the part of the British Government.

ARTICLE 1.

Perpetual friendship shall subsist between the British Government and the State of Lahore. The latter shall be considered, with respect to the former, to be on the footing of the most favoured powers; and the British Government will have no concern with the territories and subjects of the Rajah to the northward of the River Sutlej.

ARTICLE 2.

The Rajah will never maintain in the territory occupied by him and his dependants, on the left bank of the River Sutlej, more troops than are necessary for the internal duties of that territory, nor commit or suffer any encroachments on the possessions or rights of the Chiefs in its vicinity.

ARTICLE 3.

In the event of a violation of any of the preceding Articles, or of a departur from the rules of friendship on the part of either State, this Treaty shall be considered to be null and void.

ARTICLE 4.

This Treaty consisting of four Articles, having been settled and concluded at Amritsur, on the 25th day of April 1809, Mr. Charles Theophilus Metcalfe has delivered to the Rajah of Lahore a copy of the same, in English and Persian, under his seal and signature and the said Rajah has delivered another copy of the same, under his seal and signature; and Mr. Charles Theophilus Metcalfe engages to procure, within the space of two months, a copy of the same duly ratified by the Right Honourable the Governor-General in Council, on the receipt of which by the Rajah, the present Treaty shall be deemed complete and binding on both parties, and the copy of it now delivered to the Rajah shall be returned.

C. T. METCALFE.

RAJAH RUNJEET SING.

MINTO.

Ratified by the Governor-General in Council on the 30th May 1809.

No. III.

TRANSLATION of the PAPER delivered by the RIGHT HONORABLE the GOVERNOR-GENERAL to MAHARAJAH RUNJEET SING, on the evening of the 31st October 1831.

In these days of auspicious commencement and happy close, while the sound of rejoicing has gladdened the firmament, a meeting has been arranged at a fortunate moment and under favourable circumstances between the heads of the two exalted Governments, on the terms of reciprocal friendship, and in all cordiality, with reference to the relations established of old between the two States, and many interviews and conversations have been held with mirth and joy and mutual satisfaction ; the rose buds of our hearts on both sides having expanded, and the garden of our sensations being in blossom from the exceeding joy and good feeling that prevailed. Of a truth the growing friendship and cordiality which subsisted between the two Durbars of exalted dignity have been watered and fostered by the hand of Providence, and by the showers of the Divine grace, so as to have reached a maturity and strength for which God be praised. Nevertheless, Your Highness may derive further satisfaction from the assurance that, agreeably to the relations of friendship which have been thus established, in the same manner, from generation to generation, as settled by reciprocal engagements, shall the growth of this friendship continue and increase, and the materials of the existing good understanding be sought and extended at all times and at all places. There shall never at any time, or on any account whatsoever, be any difference or estrangement, nor shall such feelings in any way find entrance. But on the contrary, the example of the unanimity and long standing friendship shall, like the sun, shine glorious in history, and the reputation of it shall become a bye-word amongst the princes and rulers of the earth and be a subject of conversation to all ranks of men, in all countries, and at all times, so that, observing the fruits of this long standing friendship, the well-wishers of the two Governments shall rejoice, and their enemies and those who envy their good fortune shall be downcast and repentant.

Hereafter all the gentlemen and authorities of the British Government will study to maintain in perpetuity the relations which exist, as established by mutual engagements of long standing, so as to raise and display to the world the standards of the mutual good faith, fidelity, and cordiality of the two Governments.

These few lines have been committed to writing, as a testimony of friendship, at Rooper, and have been signed and sealed by me, to be delivered in person at this last interview, on the 31st October 1831, corresponding with the 24th of Jumadee-oos-Sanee, 1247 Hegiræ, to His Highness Maharajah Runjeet Sing Behauder.

W. C. BENTINCK.

No. IV.

TREATY concluded between the EAST INDIA COMPANY and HIS HIGHNESS MAHA-RAJAH RUNJEET SING, the Ruler of the PUNJAB,—1832.

By the grace of God, the relations of firm alliance and indissoluble ties of friendship existing between the Honorable the East India Company and His Highness the Maha Rajah Runjeet Sing, founded on the auspicious Treaty formerly concluded by Sir C. T. Metcalfe, Baronet, and since confirmed in the written pledge of sincere amity presented by the Right Honorable Lord W. C. Bentinck, G.C.B. and G.C.H., Governor-General of British India, at the meeting at Rooper, are like the sun, clear and manifest to the whole world, and will continue unimpaired and increasing in strength from generation to generation. By virtue of these firmly established bonds of friendship, since the opening of the navigation of the Rivers Indus Proper (*i.e.*, Indus below the confluence of the Punjnud) and Sutlej, a measure deemed expedient by both States, with a view to promote the general interests of commerce, has lately been effected through the agency of Captain C. M. Wade, Political Agent at Loodianah, deputed by the Right Honorable the Governor-General for that purpose, the following Articles, explanatory of the conditions by which the said navigation is to be regulated, as concerns the nomination of Officers, the mode of collecting the duties, and the protection of the trade by that route, have been framed in order that the Officers of the two States employed in their execution may act accordingly.

ARTICLE 1.

The provision of the existing Treaty relative to the right bank of the River Sutlej and all its stipulations, together with the contents of the friendly pledge already mentioned, shall remain binding, and a strict regard to preserve the relations of friendship between the two States be the ruling principles of action. In accordance with that Treaty the Honorable Company has not nor will have any concern with the right bank of the River Sutlej.

ARTICLE 2.

The tariff which is to be established for the line of navigation in question is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, nor with the places fixed for their collection. They are to remain as heretofore.

ARTICLE 3.

Merchants frequenting the said route, while within the limits of the Maha Rajah's Government, are required to show a due regard to his authority as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the Sikhs.

ARTICLE 4.

Any one purposing to go by the said route, will intimate his intention to the Agent of either State, and apply for a passport, agreeably to a form to be laid down; having obtained which he may proceed on his journey. The merchants coming from Amritsur and other parts on the right bank of the River Sutlej, are to intimate their intentions to the Agent of the Maha Rajah at Herreeke, or other appointed places, and obtain a passport through him; and merchants coming from Hindoostan or other parts on the left bank of the River Sutlej will intimate their intentions to the Honourable Company's Agent, and obtain a passport through him. As Foreigners and Hindoostanees and Sirdars of the protected Sikh States and elsewhere are not in the habit of crossing the Sutlej without a passport from the Maha Rajah's officers, it is expected that such persons will hereafter also conform to the same rule, and not cross without the usual passports.

ARTICLE 5.

A tariff shall be established, exhibiting the rate of duties leviable on each description of merchandize, which, after having been approved by both Governments, is to be the standard by which the Superintendents and Collectors of Customs are to be guided.

ARTICLE 6.

Merchants are invited to adopt the new route with perfect confidence; no one shall be suffered to molest them or unnecessarily to impede their progress; care being taken that they are only detained for the collection of the duties in the manner stipulated at the established stations.

ARTICLE 7.

The officers who are to be entrusted with the examination of the goods and collection of the duties on the part of Maha Rajah Runjeet Sing, shall be stationed at Mithinkot and Herreeke. At no other places, but those two, shall boats in transit on the river be liable to examination or stoppage.

ARTICLE 8.

When the persons in charge of boats stop of their own accord to take in or give out cargo, the goods will be liable to the local transit duty of the Maha Rajah's Government previously to their being embarked, and subsequently to their being landed, as provided in Article 2.

ARTICLE 9.

The Superintendent stationed at Mithinkot having examined the cargo will levy the established duty, and grant a passport, with a written account of the cargo and freight. On the arrival of the boat at Herreeke, the Superintendent of that station will compare the passport with the cargo, and whatever goods are found in excess will be liable to the payment of the established duty; while the rest, having already paid duty at Mithinkot, will pass on free.

ARTICLE 10.

The same rule will be observed in respect to merchandize conveyed from Herreeke by way of the rivers towards Sindh.

ARTICLE 11.

Whatever may be fixed as the share of duties on the right bank of the River Sutlej in right of the Maha Rajah's own dominions, and of those in allegiance to him, the Maha Rajah's officers will collect it at the places appointed.

ARTICLE 12.

With regard to the security and safety of merchants who may adopt this route, the Maha Rajah's officers shall afford them every protection in their power, and merchants on halting for the night on either bank of the Sutlej, are required, with reference to the Treaty of friendship which exists between the two States, to give notice and to show their passports to the thanadar or officers in authority at the place, and request protection for themselves. If, notwithstanding this precaution, loss should at any time occur, a strict inquiry will be made, and reclamation sought from those who are blameable.

ARTICLE 13.

The Articles of the present Treaty for opening the navigation of the rivers above mentioned, having, agreeably to subsisting relations, been approved by the Right Honorable the Governor-General, shall be carried into execution accordingly.

Dated at Lahore, the 26th of December 1832.

RUNJEET SING.

W. C. BENTINCK.

C. T. METCALFE.

A. ROSS.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, this Thirteenth (13th) day of September, A.D. 1833.

W. H. MACNAGHTEN,

Secretary to the Government.

No. V.

SUPPLEMENTARY TREATY between the BRITISH GOVERNMENT and MAHA RAJAH RUNJEET SINGH, for establishing a toll on the Indus, dated 29th November 1834.

In conformity with the subsisting relations of friendship as established and confirmed by former Treaties between the Honorable the East India Company and His Highness Maha Rajah Runjeet Singh, and whereas in the 5th Article of the Treaty concluded at Lahore, on the 26th day of December 1832, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the Rivers Indus and Sutlej, the said Governments being now of opinion that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (*viz.*, on the value and quantity of goods) could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, determined to substitute a toll which shall be levied on all boats with whatever merchandize laden; the following Articles have therefore been adopted as supplementary to the former treaty, and in conformity with them, each Government engages that the toll shall be levied, and its amount neither be increased nor diminished, except by mutual consent.

ARTICLE 1.

A toll of 570 Rupees shall be levied on all boats laden with merchandize in transit on the Rivers Indus and Sutlej, between the sea and Rooper, without reference to their size or to the weight or value of their cargo; the above toll to be divided among the different States in proportion to the extent of territory which they possess on the banks of these rivers.

ARTICLE 2.

The portion of the above toll appertaining to the Lahore Chief, in right of his territory on both banks of these rivers, as determined in the sub-joined scale, shall be levied opposite to Mithinkot on boats coming from the sea towards Rooper and in the vicinity of Herree-ke-Pettin on boats going from Rooper towards the sea, and at no other place.

In right of territory on the right bank of the Rivers Indus and Sutlej, Rupees 155-4-0.	In right of territory on the left bank of the Rivers Indus and Sutlej, the Maha Rajah's share of Rupees 67-15-0.

ARTICLE 3.

In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may

arise connected with the safety of the navigation and the welfare of the trade by the new route, a British officer will reside opposite to Mithinkot—and a native agent on the part of the British Government opposite to Herree-ke-Pettin. These officers will be subject to the orders of the British Agent at Loodeanah, and the Agents who may be appointed to reside at those places on the part of the other States concerned in the navigation, *viz.*, Bhawulpore and Sindh, together with those of Lahore, will co-operate with them in the execution of their duties.

ARTICLE 4.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which formed no part of their cargoes, they are required, when taking out their passport, to produce an invoice of their cargo, which being duly authenticated, a copy of it will be annexed to their passports; and wherever their boats may be brought to for the night, they are required to give immediate notice to the thanadars or officers of the place, and to request protection for themselves; at the same time showing the passports they may have received at Mithinkot or Herree-ke, as the case may be.

ARTICLE 5.

Such parts of the 5th, 7th, 9th, and 10th Articles of the Treaty of the 26th of December 1832, as have reference to the fixing a duty on the value and quantity of merchandize, and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble the toll will be levied.

Seal of RUNJEET SINGH.

W. C. BENTINCK.

W. BLUNT.

A. ROSS.

W. MORRISON.

Ratified by the Right Honorable the Governor-General of India in Council, at Fort William in Bengal, this Twenty-Third day of January A.D. 1835.

W. H. MACNAGHTEN,

Secretary to the Government of India.

No. VI.

TREATY between the BRITISH GOVERNMENT, MAHARAJAH RUNJEET SINGH and SHAH SHOOJAH-OOL-MOOLK,—1838.

Whereas a Treaty was formerly concluded between Maharajah Runjeet Singh and Shah Shoojah-ool-Moolk, consisting of fourteen Articles, exclusive of the preamble and the conclusion, and whereas the execution of the provisions of the said Treaty was suspended for certain reasons, and whereas at this time Mr. W. H. Macnaghten having been deputed by the Right Honourable George, Lord Auckland, G.C.B., Governor-General of India, to the presence of Maharajah Runjeet Singh, and vested with full powers to form a Treaty in a manner consistent with the friendly engagements subsisting between the two States, the Treaty aforesaid is revived and concluded with certain modifications and four new Articles have been added thereto, with the approbation of, and in concert with, the British Government, the provisions whereof, as contained in the following eighteen Articles, will be duly and faithfully observed.

ARTICLE 1ST.

Shah Shoojah-ool-Moolk disclaims all title on the part of himself, his heirs, successors and all the Suddozais to all the territories lying on either bank of the River Indus, that may be possessed by the Maharajah, *viz.*, Cashmere, including its limits E. W. N. S., together with the Fort of Attock, Church, Hezara, Khebel, Amb, with its dependencies on the left bank of the aforesaid river, and on the right bank Peshawur, with the Eusufzai Territory, Kheteks, Hisht Nagar, Meehnee Kohat, Hungoo, and all places dependent in Peshawur, as far as the Khyber Pass, Benno, the Viziri Territory, Dowr Tank, Gorang, Kalabagh and Kushalgher, with their dependent districts, Derah Ismail Khan and its dependency, together with Derah Ghazee Khan, Kot Mithan, Omarkote and their dependent territory, Singher, Heren, Dajel, Hajeepore, Rajenpore, and the three Ketches, as well as Mankera with its district, and the province of Multan situated on the left bank. These countries and places are considered to be the property and to form the estate of the Maharajah—the Shah neither has nor will have any concern with them. They belong to the Maharajah and his posterity from generation to generation.

ARTICLE 2ND.

The people of the country on the other side of Khyber will not be suffered to commit robberies or aggressions, or any disturbances on this side. If any defaulter of either State, who has embezzled the revenue, take refuge in the territory of the other, each party engages to surrender him, and no person shall obstruct the passage of the stream which issues out of the Khyber defile, and supplies the Fort of Futtehgurh with water, according to ancient usage.

ARTICLE 3RD.

As agreeably to the Treaty established between the British Government and the Maharajah, no one can cross from the left to the right bank of the Sutlej without a passport from the Maharajah, the same rule shall be observed regarding the passage of the Indus, whose waters join the Sutlej, and no one shall be allowed to cross the Indus without the Maharajah's permission.

ARTICLE 4TH.

Regarding Shikarpore and the territory of Sinde on the right bank of the Indus, the Shah will agree to abide by whatever may be settled as right and proper in conformity with the happy relations of friendship subsisting between the British Government and the Maharajah through Captain Wade.

ARTICLE 5TH.

When the Shah shall have established his authority in Cabool and Candahar, he will annually send the Maharajah the following articles, *viz.*, 55 high-bred horses of approved colour and pleasant paces, 11 Persian scimitars, 7 Persian poignards, 25 good mules, fruits of various kinds, both dry and fresh, and sirdas or musk melons of a sweet and delicate flavour (to be sent throughout the year), by the way of Cabool River to Peshawur, grapes, pomegranates, apples, quinces, almonds, raisins, pistahs or chesnuts, an abundant supply of each, as well as pieces of satin of every colour, choghas of fur, kinkhabs wrought with gold and silver, and Persian carpets, altogether to the number of 101 pieces. All these articles the Shah will continue to send every year to the Maharajah.

ARTICLE 6TH.

Each party shall address the other on terms of equality.

ARTICLE 7TH.

Merchants of Afghanistan, who will be desirous of trading to Lahore, Amritsur, or any other parts of the Maharajah's possessions, shall not be stopped or molested on their way; on the contrary, strict orders shall be issued to facilitate their intercourse, and the Maharajah engages to observe the same line of conduct on his part, in respect to traders who may wish to proceed to Afghanistan.

ARTICLE 8TH.

The Maharajah will yearly send to the Shah the following articles in the way of friendship, 55 pieces of shawls, 25 pieces of muslin, 11 dopattahs, 5 pieces of kinkhab, 5 scarves, 5 turbans, 55 loads of Bareh rice (peculiar to Peshawur).

ARTICLE 9TH.

Any of the Maharajah's officers who may be deputed to Afghanistan to purchase horses or on any other business, as well as those who may be sent by the Shah into the Punjab for the purpose of purchasing piece-goods or shawls, etc.

arise to the westward, such measures will be adopted with regard to it as may seem expedient and proper at the time to the British and Sikh Governments. In the event of the Maharajah requiring the aid of any of the Shah's troops, a deduction will be made from the Subsidy proportioned to the period for which such aid may be afforded, and the British Government holds itself responsible for the punctual payment of the above sum annually to the Maharajah so long as the provisions of this Treaty are duly observed.

ARTICLE 16TH.

Shah Shoojah-ool-Moolk agrees to relinquish for himself, his heirs and successors all claims of supremacy and arrears of tribute over the country now held by the Ameers of Sinde (and which will continue to belong to the Ameers and successors in perpetuity), on condition of the payment to him by the Ameers of such a sum as may be determined under the mediation of the British Government, fifteen lakhs of such payment being made over by him to Maharajah Runjeet Singh. On these payments being completed, Article 4 of the Treaty of the 12th of March 1833 will be considered cancelled, and the customary interchange of letters and suitable presents between the Maharajah and the Ameers of Sinde shall be maintained as heretofore.

ARTICLE 17TH.

When Shah Shoojah-ool-Moolk shall have succeeded in establishing his authority in Afghanistan, he shall not attack or molest his nephew, the ruler of Herat in the possession of the territories now subject to his Government.

ARTICLE 18TH.

Shah Shoojah-ool-Moolk binds himself, his heirs and successors to refrain from entering into negotiations with any Foreign State, without the knowledge and consent of the British and Sikh Governments, and to oppose any power having the design to invade the British or Sikh territories by force of arms to the utmost of his ability.

The three powers, parties to this Treaty, *viz.*, the British Government, Maharajah Runjeet Singh, and Shah Shoojah-ool-Moolk, cordially agree to the foregoing articles. There shall be no deviation from them, and in that case the present Treaty shall be considered binding for ever, and this Treaty shall come into operation from and after the date on which the seals and signatures of the three contracting parties shall have been affixed thereto.

Done at Lahore, this 26th day of June in the year of Our Lord 1838, corresponding with the 15th of the month of Asarh 1895—Era of Bikarmajit.

Signed and sealed this 25th day of July, in the year A.D. 1838 at Simla.

AUCKLAND. RUNJEET SINGH. SHAH SHOOJAH-OOL-MOOLK.

No. VII.

AGREEMENT entered into with the **GOVERNMENT** of **LAHORE** regarding the duties to be levied on the transit of Merchandize by the Rivers Sutlej and Indus in modification of the Supplementary Articles of the Treaty of 1832,—Dated 19th May 1839.

Objections having been urged against the levy of the same duty on a boat of a small as on one of a large size; and the merchants having solicited that the duties might be levied on the maundage or measurement of the boats or on the value of the goods: it is therefore agreed, that hereafter the whole duty shall be paid at one place, and either at Loodiana or Ferozepore, or at Mithinkot and that the duty be levied on the merchandize, and not on the boats, as follows :—

Rates of duty leviable by Maha Rajah Runjeet Singh on merchandize navigating the Sutlej and the Indus.

		Rs.	a.	p.
Shawl Goods		10	0	0
Opium		7	8	0
Indigo		2	8	0
Almonds				
Pishtashes				
Raisins, small and large				
Dry figs		1	0	0
Pine Kernel				
Sulphur				
Figs				
And other dried fruits				
Red dye (Rubia Munjeet)		0	8	0
Silk of all sorts, manufactured and otherwise.				
Broadcloth of every description				
Velvet		0	6	0
Satin				
Chintzes or figured Velveteen				
White Cotton Cloth of all sorts	Parcheb Suffyd, Raismanee, Hummah, Kissum			
Chintzes of all sorts	Aksam-i-Cheent			
Sugar	Sukurturee			
Molasses	Shukur Soorkh and Kund Seeah.			
Clarified Butter.	Roghunzurd	0	4	0
Oil	Roghun Seeah			
Costus	Kooth			
Sugarcandy	Nubat			
Gall	Hullelehzurd			
The emblic myrobalans	Amleh			
The belleric myrobalans	Bulleleh			
Cotton	Pumbah			
Small Gall	Hulleleh Zungee			

		Rs.	a.	p.
Chestnut	Akhrot			
Anise Seed	Badeean			
Cichorium Endwia	Kasnee			
Melon Seed	Khunyaryn			
Turmeric	Zurd chob			
Ginger	Adruk			
A kind of Collyrium	Russout			
Aloes	Sibr			
Saffron	Zafran			
Catechu	Kutha			
Soapnut	Reetha			
The bark of the Birch Tree	Bhoj Puttur			
Dry Ginger	Zunjbeel			
And other Groceries				
Cardamums, small and large	Illaechee Khoord and Kullan	0	4	0
Seeds of cardamums, small and large	Danah Illaechee			
Cinnabar or Vermillion	Shingurf			
Pellitory	Akurkurha			
Cloves	Kurnful.			
Nutmeg	Jacefal			
Mace	Javuttree			
Cinnamon	Darcheenee			
Dry Dates	Khoormai Khooshk			
Turbith Root	Toorbood			
Cocoanut	Naryeel			
Asgundh	Asgundh			
Orpiment	Hurtal			
Bamboo Sugar	Tubashe			
Armenian Earth	Gil-i-Armunnee.			

Rates of duty leviable by Maha Rajah Runjeet Singh on merchandize navigating the Sutlej and the Indus.—contd.

		Rs. a. p.
Black Pepper	Filfil-i-Soeah	
Red ditto	Filfil-i-Durraz	
Gallnut	Mazoo	
Shells	Khurmohreh	
China Root	Chobcheenee	
Morinda Critrifolia	Aul	
Betel nut	Sooparee	
Tea	Chah	
All sorts of Glass-ware	Aksami Sheesheh allat	0 4 0
Assafœtida	Angozeh	
B'dellium	Googul	
Maeen	Maeen	
Collyrium	Soorma	
Alum	Phitkurree	
Mooltan Earth	Gil-i-Multanee	
Copper	Miss	0 2 0
Tin	Kulleo	

		Rs. a. p.
Quicksilver	Seemaub	
Lead	Soorb	
Pewter	Just	
Brass	Birunjee	
Bell Metal	Rooen	
Articles of Iron-mongery	Aksam-i-Ahum	
And other articles of Import from Bombay.		
Rice	Birunj	
Wheat	Gondaom	
Gram	Nukhood	0 2 0
Maizes	Moth, Moongh, Mash, Adus	
Barley	Jou	
Aniseed	Koonjud, Sursuf	
Indian Corn	Bajrah, Mukkee, Jowar	

AHUL SUHAEE RUNJEET SINGH.

Approved by the Governor-General on the 12th June 1839.

No. VIII.

TRANSLATION.

TREATY with MAHA RAJAH KHURRUK SINGH,—1840.

Formerly a Treaty was executed by the Right Honorable Lord William Cavendish Bentinck, the Governor-General of India, on the 14th of Poos, Sumbut 1889 (corresponding with A.D. 1832), through Colonel (then Captain) Wade, concerning the navigation of the Sutlej and the Scinde rivers in the Khalsa territory, in concurrence with the wishes of both the friendly and allied Governments. Another Treaty on the subject was subsequently executed through the same officer, in Sumbut 1891 (corresponding with A.D. 1834), fixing a duty on every mercantile boat, independent of the quantity of its freight, and the nature of its merchandize. A third Treaty was executed on this subject, in accordance with the wishes of both Governments, on the arrival of Mr. Clerk, Agent to the Governor-General, at the Durbar, in May 1839, adjusting the rate of duties on merchandize, according to quantity and kind ; and although at the end of that document so much was specified as that the two high powers should after this never propose a rate below (less than) that specified, yet notwithstanding after this,

when that gentleman came to the Khalsa Durbar at Amritsur, in Jeth, Sumbut 1897 (corresponding with May 1840), he explained the difficulties and inconvenience which seemed to result to trade under the system proposed last year, in consequence of the obstruction to boats for the purpose of search and the ignorance of traders, and the difficulty of adjusting duties according to the different kinds of articles freighted in the boats, and proposed to revise that system by fixing a scale of duties proportionate to the measurement of boats, and not on the kind of commodities, if this arrangement should be approved of by both Governments. Having reported to his Government the circumstances of the case, he now drew up a Schedule of the rate of duties on the mercantile boats navigating the Rivers Scinde and Sutlej, and forwarded it for the consideration of this friendly Durbar. The Khalsa Government, therefore, with a due regard to the established alliance, having added a few sentences in accordance with the late Treaties and agreeably to what is already well understood, has signed and sealed the Schedule, and it shall never be at all liable to any contradiction, difference, change or alteration, without the concurrence and concert of both Governments, in consideration of mutual advantages, upon condition it does not interfere with the established custom duties at Amritsur, Lahore, and other inland places, or the other rivers in the Khalsa territory.

ARTICLE 1.

Grain, wood, and limestone will be free from duty.

ARTICLE 2.

With exception to the above, every commodity to pay duty according to the measurement of the boat.

ARTICLE 3.

		Rs.
Duty on a boat not exceeding two hundred and fifty maunds of freight, proceeding from the foot of the hills, Roopur or Loodiana, to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana will be		50
viz.		
From the foot of the hills to Ferozepore, or back	20	
From————————to Bhawulpore, or back . .	15	
From Bhawulpore to Mithenkote or Rojan or back . . .	15	
The whole trip, up or down . .	——	50
Duty on a boat above two hundred and fifty maunds, but not exceeding five hundred maunds, from the foot of the hills, Roopur or Loodiana, to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana, will be		100
viz.		
From the foot of the hills to Ferozepore, or back	40	
From Ferozepore to Bhawulpore, or back	30	
From Bhawulpore to Mithenkote or Rojan, or back . . .	30	
The whole trip, up or down . .	——	100

		Rs.
Duty on all boats above five hundred maunds will be . . .		150
viz.		
From the foot of the hills to Ferozepore, or back	60	
From Ferozepore to Bhawulpore or back	45	
From Bhawulpore to Mithenkote or Rojan, or back . . .	45	
The whole trip, up or down . . .	——	150

ARTICLE 4.

Boats to be classed 1, 2, or 3, and the same to be written on the boat, and every boat to be registered.

ARTICLE 5.

These duties on merchandize frequenting the Sutlej and Scinde, are not to interfere with the duties on the banks of other rivers, or with the established inland custom houses, throughout the Khalsa Territory, which will remain on their usual footing.

Dated 13th Assar, Sumbut 1897, corresponding with 27th June 1840.

MAHA RAJAH KHURRUK SINGH.

Approved by the Governor-General, 10th August 1840.

No. IX.

PROCLAMATION by the RIGHT HONORABLE the GOVERNOR-GENERAL OF INDIA, —1845.

The British Government has ever been on terms of friendship with that of the Punjab.

In the year 1809, a Treaty of amity and concord was concluded between the British Government and the late Maharajah Runjeet Singh, the conditions of which have always been faithfully observed by the British Government, and were scrupulously fulfilled by the late Maharajah.

The same friendly relations have been maintained with the successors of Maharajah Runjeet Singh by the British Government up to the present time.

Since the death of the late Maharajah Shere Singh, the disorganised state of the Lahore Government has made it incumbent on the Governor-General in Council to adopt precautionary measures for the protection of the British Frontier. The nature of these measures and the cause of their adoption were at the time fully explained to the Lahore Durbar.

Notwithstanding the disorganised state of the Lahore Government during the last two years and many most unfriendly proceedings on the part of the Durbar, the Governor-General in Council has continued to evince his desire to maintain the relations of amity and concord which had so long existed between the two States for the mutual interests and happiness of both. He has shown on every occasion the utmost forbearance from consideration to the helpless state of the infant Maharajah Dulleep Singh, whom the British Government had recognised as the successor to the late Maharajah Shere Singh.

The Governor-General in Council sincerely desired to see a strong Seikh Government re-established in the Punjab, able to control its army, and to protect its subjects. He had not, up to the present moment, abandoned the hope of seeing that important object effected by the patriotic efforts of the Chiefs and people of that country.

The Seikh Army recently marched from Lahore towards the British Frontier, as it was alleged by the orders of the Durbar, for the purpose of invading the British Territory.

The Governor-General's Agent, by direction of the Governor-General, demanded an explanation of this movement—and no reply being returned within a reasonable time, the demand was repeated. The Governor-General unwilling to believe in the hostile intentions of the Seikh Government, to which no provocation had been given, refrained from taking any measures which might have a tendency to embarrass the Government of the Maharajah or to induce collision between the two States.

When no reply was given to the repeated demand for explanation, and while active military preparations were continued at Lahore, the Governor-General considered it necessary to order the advance of troops towards the Frontier to reinforce the Frontier posts.

The Seikh Army has now, without a shadow of provocation, invaded the British Territories.

The Governor-General must therefore take measures for effectually protecting the British Provinces, for vindicating the authority of the British Government, and for punishing the violators of treaties and the disturbers of the public peace.

The Governor-General hereby declares the possessions of Maharajah Dulleep Singh on the left or British bank of the Sutlej confiscated and annexed to the British Territories.

The Governor-General will respect the existing rights of all jaghiredars zemindars, and tenants in the said possessions, who, by the course they now pursue, evince their fidelity to the British Government.

The Governor-General hereby calls upon all the Chiefs and Sirdars in the protected territories to co-operate cordially with the British Government for the punishment of the common enemy, and for the maintenance of order in these States. Those of the Chiefs who show alacrity and fidelity in the discharge of this duty, which they owe to the protecting power, will find their interests pro-

moted thereby, and those who take a contrary course will be treated as enemies to the British Government, and will be punished accordingly.

The inhabitants of all the territories on the left bank of the Sutlej are hereby directed to abide peaceably in their respective villages, where they will receive efficient protection by the British Government. All parties of men found in armed bands, who can give no satisfactory account of their proceedings, will be treated as disturbers of the public peace.

All subjects of the British Government and those who possess estates on both sides the River Sutlej, who by their faithful adherence to the British Government, may be liable to sustain loss, shall be indemnified and secured in all their just rights and privileges.

On the other hand, all subjects of the British Government, who shall continue in the service of the Lahore State, and who disobey this Proclamation by not immediately returning to their allegiance, will be liable to have their property on this side the Sutlej confiscated, and declared to be aliens and enemies of the British Government.

By order of the Right Honorable the Governor-General of India.

F. CURRIE,
Secretary to the Govt. of India, with the Governor-General

CAMP LUSHKURREE KHAN KE SERAI,
The 13th December 1845.

No. X.

TREATY between the BRITISH GOVERNMENT and the STATE OF LAHORE,—1846,

Whereas the treaty of amity and concord, which was concluded between the British Government and the late Maharajah Runjeet Sing, the Ruler of Lahore, in 1809, was broken by the unprovoked aggression, on the British Provinces, of the Sikh Army, in December last; and Whereas, on that occasion, by the Proclamation, dated 13th December, the territories then in the occupation of the Maharajah of Lahore, on the left or British bank of the River Sutlej, were confiscated and annexed to the British Provinces; and since that time hostile operations have been prosecuted by the two Governments, the one against the other, which have resulted in the occupation of Lahore by the British troops; and Whereas it has been determined that, upon certain conditions, peace shall be re-established between the two Governments, the following treaty of peace between the Honorable English East India Company and Maharajah Dhuleep Sing Bahadoor, and his children, heirs and successors, has been concluded on the part of the Honorable Company by Frederick Currie, Esquire, and Brevet-Major Henry

Montgomery Lawrence, by virtue of full powers to that effect vested in them by the Right Hon'ble Sir Henry Hardinge, G.C.B., one of Her Britannic Majesty's Most Honorable Privy Council, Governor-General, appointed by the Honorable Company to direct and control all their affairs in the East Indies, and on the part of His Highness Maharajah Dhuleep Sing by Bhaee Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chuttur Sing Attareewalla, Sirdar Runjore Sing Majeethia, Dewan Deena Nath and Fakeer Noorood-deen, vested with full powers and authority on the part of His Highness.

ARTICLE 1.

There shall be perpetual peace and friendship between the British Government on the one part, and Maharajah Dhuleep Sing, his heirs and successors on the other.

ARTICLE 2.

The Maharajah of Lahore renounces, for himself, his heirs and successors, all claim to, or connection with, the territories lying to the south of the River Sutlej, and engages never to have any concern with those territories or the inhabitants thereof.

ARTICLE 3.

The Maharajah cedes to the Honorable Company, in perpetual sovereignty, all his forts, territories and rights in the Doab or country, hill and plain, situated between the Rivers Beas and Sutlej.

ARTICLE 4.

The British Government having demanded from the Lahore State, as indemnification for the expenses of the war, in addition to the cession of territory described in Article 3, payment of one and half crore of Rupees, and the Lahore Government, being unable to pay the whole of this sum at this time, or to give security satisfactory to the British Government for its eventual payment, the Maharajah cedes to the Honorable Company, in perpetual sovereignty, as equivalent for one crore of Rupees, all his forts, territories, rights and interests in the hill countries, which are situated between the Rivers Beas and Indus, including the Provinces of Cashmere and Hazarah.

ARTICLE 5.

The Maharajah will pay to the British Government the sum of 50 lakhs of Rupees on or before the ratification of this Treaty.

ARTICLE 6.

The Maharajah engages to disband the mutinous troops of the Lahore Army taking from them their arms—and His Highness agrees to re-organize the Regular or Aeen Regiments of Infantry, upon the system, and according to the Regula-

tions as to pay and allowances, observed in the time of the late Maharajah Runjeet Sing. The Maharajah further engages to pay up all arrears to the soldiers that are discharged, under the provisions of this Article.

ARTICLE 7.

The Regular Army of the Lahore State shall henceforth be limited to 25 Battalions of Infantry, consisting of 800 bayonets each—with twelve thousand cavalry —this number at no time to be exceeded without the concurrence of the British Government. Should it be necessary at any time—for any special cause—that this force should be increased, the cause shall be fully explained to the British Government, and when the special necessity shall have passed, the regular troops shall be again reduced to the standard specified in the former clause of this Article.

ARTICLE 8.

The Maharajah will surrender to the British Government all the guns—thirty-six in number —which have been pointed against the British Troops—and which, having been placed on the right bank of the River Sutlej, were not captured at the Battle of Subraon.

ARTICLE 9.

The control of the Rivers Beas and Sutlej, with the continuations of the latter river, commonly called the Gurrah and the Punjnud, to the confluence of the Indus at Mithunkote—and the control of the Indus from Mithunkote to the borders of Beloochistan, shall, in respect to tolls and ferries, rest with the British Government. The provisions of this Article shall not interfere with the passage of boats belonging to the Lahore Government on the said rivers, for the purposes of traffic or the conveyance of passengers up and down their course. Regarding the ferries between the two countries respectively, at the several ghats of the said rivers, it is agreed that the British Government, after defraying all the expenses of management and establishments, shall account to the Lahore Government for one-half of the net profits of the ferry collections. The provisions of this Article have no reference to the ferries on that part of the River Sutlej which forms the boundary of Bhawulpore and Lahore respectively.

ARTICLE 10.

If the British Government should, at any time, desire to pass troops through the territories of His Highness the Maharajah, for the protection of the British Territories, or those of their Allies, the British Troops shall, on such special occasion, due notice being given, be allowed to pass through the Lahore Territories. In such case the Officers of the Lahore State will afford facilities in providing supplies and boats for the passage of rivers, and the British Government will pay the full price of all such provisions and boats, and will make fair compensation for all private property that may be endamaged. The British Government will, moreover, observe all due consideration to the religious feelings of the inhabitants of those tracts through which the army may pass.

seal of the Right Hon'ble Sir Henry Hardinge, G.C.B., Governor-General, and by that of His Highness Maharajah Dhuleep Sing.

Done at Lahore, this ninth day of March, in the year of Our Lord one thousand eight hundred and forty-six, corresponding with the 10th day of Rubbee-ool-awul, 1262 Hijree, and ratified on the same date.

H. HARDINGE.

MAHARAJAH DHULEEP SING.

BHAEE RAM SING.

RAJAH LAL SING.

SIRDAR TEJ SING.

SIRDAR CHUTTUR SING ATTAREEWALLA.

SIRDAR RUNJORE SING MAJEETHIA.

DEWAN DEENA NATH.

FUQUEER NOOROODDEEN.

No. XI.

ARTICLES OF AGREEMENT concluded between the BRITISH GOVERNMENT and the LAHORE DURBAR on the 11th March 1846.

Whereas the Lahore Government has solicited the Governor-General to leave a British Force at Lahore, for the protection of the Maharajah's person and of the Capital, till the reorganization of the Lahore Army, according to the provisions of Article 6 of the Treaty of Lahore, dated the 9th instant; and Whereas the Governor-General has, on certain conditions, consented to the measure; and Whereas it is expedient that certain matters concerning the territories ceded by Articles 3 and 4 of the aforesaid Treaty should be specifically determined, the following eight Articles of Agreement have this day been concluded between the aforementioned contracting parties.

ARTICLE 1.

The British Government shall leave at Lahore, till the close of the current year, A.D. 1846, such force as shall seem to the Governor-General adequate for the purpose of protecting the person of the Maharajah and the inhabitants of the City of Lahore, during the re-organization of the Sikh Army, in accordance with the provisions of Article 6 of the Treaty of Lahore. That force to be withdrawn at any convenient time before the expiration of the year, if the object to be fulfilled shall, in the opinion of the Durbar, have been attained—but the force shall not be detained at Lahore beyond the expiration of the current year.

ARTICLE 2.

The Lahore Government agrees that the force left at Lahore for the purpose specified in the foregoing Article, shall be placed in full possession of the Fort and the City of Lahore, and that the Lahore troops shall be removed from within the City. The Lahore Government engages to furnish convenient quarters for the officers and men of the said force and to pay to the British Government all the extra expenses in regard to the said force, which may be incurred by the British Government, in consequence of the troops being employed away from their own Cantonments and in a Foreign Territory.

ARTICLE 3.

The Lahore Government engages to apply itself immediately and earnestly to the reorganization of its army according to the prescribed conditions, and to communicate fully with the British authorities left at Lahore, as to the progress of such reorganization, and as to the location of the troops.

ARTICLE 4.

If the Lahore Government fails in the performance of the conditions of the foregoing Article, the British Government shall be at liberty to withdraw the force from Lahore at any time before the expiration of the period specified in Article 1.

ARTICLE 5.

The British Government agrees to respect the *bonâ fide* rights of those Jaghiredars, within the territories ceded by Articles 3 and 4 of the Treaty of Lahore, dated 9th instant, who were attached to the families of the late Maharajahs Runjeet Sing, Kurruk Sing and Shere Sing; and the British Government will maintain those jaghiredars in their *bonâ fide* possessions during their lives.

ARTICLE 6.

The Lahore Government shall receive the assistance of the British Local Authorities in recovering the arrears of revenue justly due to the Lahore Government from the kardas and managers in the territories ceded by the provisions of Articles 3 and 4 of the Treaty of Lahore, to the close of the Khureef harvest of the current year, *viz.*, 1902 of the Sumbut Bikramajeet.

ARTICLE 7.

The Lahore Government shall be at liberty to remove from the forts, in the territories specified in the foregoing Article, all treasure and State property, with the exception of guns. Should, however, the British Government desire to retain any part of the said property, they shall be at liberty to do so, paying for the same at a fair valuation, and the British officers shall give their assistance to the Lahore Government in disposing on the spot of such part of the aforesaid property as the Lahore Government may not wish to remove, and the British Officers may not desire to retain

ARTICLE 8.

Commissioners shall be immediately appointed by the two Governments to settle and lay down the boundary between the two States, as defined by Article 4 of the Treaty of Lahore, dated March 9th, 1846.

H. HARDINGE.

MAHARAJAH DHULEEP SING.

BHAEE RAM SING.

RAJAH LAL SING.

SIRDAR TEJ SING.

SIRDAR CHUTTUR SING ATTAREEWALLA.

SIRDAR RUNJORE SING MAJEETHIA.

DEWAN DEENA NATH.

FUQUEER NOOROODDEEN.

No. XII.

ARTICLES OF AGREEMENT concluded between the BRITISH GOVERNMENT and the LAHORE DURBAR on the 16th December 1846.

Whereas the Lahore Durbar and the principal Chiefs and Sirdars of the State have in express terms communicated to the British Government their anxious desire that the Governor-General should give his aid and assistance to maintain the administration of the Lahore State during the minority of Maharajah Dulleep Sing, and have declared this measure to be indispensable for the maintenance of the Government; and whereas the Governor-General has, under certain conditions, consented to give the aid and assistance solicited, the following Articles of Agreement, in modification of the Articles of Agreement executed at Lahore on the 11th March last, have been concluded on the part of the British Government by Frederick Currie, Esquire, Secretary to Government of India, and Lieutenant-Colonel Henry Montgomery Lawrence, C.B., Agent to the Governor-General, North-West Frontier, by virtue of full powers to that effect vested in them by the Right Hon'ble Viscount Hardinge, G.C.B., Governor-General, and on the part of His Highness Maharajah Dulleep Sing, by Sirdar Tej Sing, Sirdar Shere Sing, Dewan Dena Nath, Fukeer Nooroodeen, Rai Kishen Chund, Sirdar Runjore Sing Majethea, Sirdar Utter Sing Kaleewalla, Bhaee Nidhan Sing, Sirdar Khan Sing Majethea, Sirdar Shumshere Sing, Sirdar Lall Sing Morarea, Sirdar Kher Sing Sindhanwalla, Sirdar Urjun Sing Rungrungalea; acting with the unanimous consent and concurrence of the Chiefs and Sirdars of the State assembled at Lahore.

ARTICLE 1.

All and every part of the Treaty of peace between the British Government and the State of Lahore, bearing date the 9th day of March 1846, except in so far as it may be temporarily modified in respect to Clause 15 of the said Treaty by this engagement, shall remain binding upon the two Governments.

ARTICLE 2.

A British Officer, with an efficient establishment of assistants, shall be appointed by the Governor-General to remain at Lahore, which officer shall have full authority to direct and control all matters in every Department of the State.

ARTICLE 3.

Every attention shall be paid in conducting the administration to the feelings of the people, to preserving the national institutions and customs, and to maintaining the just rights of all classes.

ARTICLE 4.

Changes in the mode and details of administration shall not be made except when found necessary for effecting the objects set forth in the foregoing Clause, and for securing the just dues of the Lahore Government. These details shall be conducted by Native officers as at present, who shall be appointed and superintended by a Council of Regency composed of leading Chiefs and Sirdars acting under the control and guidance of the British Resident.

ARTICLE 5.

The following persons shall in the first instance constitute the Council of Regency, *viz.*, Sirdar Tej Sing, Sirdar Shere Sing Attareewalla, Dewan Dena Nath, Fukeer Nooroodeen, Sirdar Runjore Sing Majethea, Bhaee Nidhan Sing, Sirdar Utter Sing Kaleewalla, Sirdar Shumshere Sing Sindhanwalla, and no change shall be made in the persons thus nominated, without the consent of the British Resident, acting under the orders of the Governor-General.

ARTICLE 6.

The administration of the country shall be conducted by this Council of Regency in such manner as may be determined on by themselves in consultation with the British Resident, who shall have full authority to direct and control the duties of every department.

ARTICLE 7.

A British Force of such strength and numbers, and in such positions as the Governor-General may think fit, shall remain at Lahore for the protection of the Maharajah and the preservation of the peace of the country.

ARTICLE 8.

The Governor-General shall be at liberty to occupy with British soldiers any fort or military post in the Lahore Territories, the occupation of which may be deemed necessary by the British Government, for the security of the capital or for maintaining the peace of the country.

ARTICLE 9.

The Lahore State shall pay to the British Government twenty-two lakhs of new Nanuck Shahee Rupees of full tale and weight per annum for the maintenance of this force, and to meet the expenses incurred by the British Government.

Such sum to be paid by two instalments, or 13,20,000 in May or June, and [illegible],80,000 in November or December of each year.

ARTICLE 10.

Inasmuch as it is fitting that Her Highness the Maharanee, the mother of Maharajah Dulleep Sing, should have a proper provision made for the maintenance of herself and dependants, the sum of one lakh and fifty thousand rupees shall be set apart annually for that purpose, and shall be at Her Highness' disposal.

ARTICLE 11.

The provisions of this Engagement shall have effect during the minority of His Highness Maharajah Dulleep Sing, and shall cease and terminate on His Highness attaining the full age of sixteen years, or on the 4th September of the year 1854, but it shall be competent to the Governor-General to cause the arrangement to cease at any period prior to the coming of age of His Highness, at which the Governor-General and the Lahore Durbar may be satisfied that the interposition of the British Government is no longer necessary for maintaining the Government of His Highness the Maharajah.

This Agreement, consisting of eleven Articles, was settled and executed at Lahore by the Officers and Chiefs and Sirdars above named, on the 16th day of December 1846.

F. CURRIE.

H. M. LAWRENCE.

SIRDAR TEJ SING.

SIRDAR SHERE SING.

DEWAN DENA NATH.

FUKEER NOOROODEEN.

RAI KISHEN CHUND.

SIRDAR RUNJORE SING MAJETHEA.

SIRDAR UTTER SING KALEEWALLA.

BHAEE NIDHAN SING.

SIRDAR KHAN SING MAJETHEA.

SIRDAR SHUMSHERE SING.

SIRDAR LAL SING MORAREA.

SIRDAR KHER SING SINDHANWALLA.

SIRDAR URJUN SING RUNGRUNGALEA.

HARDINGE.

DULLEEP SING.

Ratified by the Right Honorable the Governor-General, at Bhyrowal Ghat on the left bank of the Beas, the twenty-sixth day of December One Thousand Eight Hundred and Forty-six.

F. CURRIE,

Secy. to the Govt. of India.

No. XIII.

TERMS granted to, and accepted by, MAHARAJAH DULLEEP SING,—1849.

Terms granted to the Maharajah Dulleep Sing Bahadoor, on the part of the Honorable East India Company, by Henry Meirs Elliot, Esq., Foreign Secretary to the Government of India, and Lieutenant-Colonel Sir Henry Montgomery Lawrence, K.C.B., Resident, in virtue of full powers vested in them by the Right Hon'ble James, Earl of Dalhousie, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honorable Privy Council, Governor-General appointed by the Honorable East India Company to direct and control all their affairs in the East Indies, and accepted on the part of His Highness the Maharajah, by Rajah Tej Sing, Rajah Deena Nath, Bhaee Nidhan Sing, Fukeer Nooroodeen, Gundur Sing, Agent of Sirdar Shere Sing Sindhanwalla, and Sirdar Lall Sing, Agent and son of Sirdar Uttur Sing Kaleanwalla, Members of the Council of Regency, invested with full power and authority on the part of His Highness.

1st.—His Highness the Maharajah Dulleep Sing shall resign for himself, his heirs, and his successors, all right, title, and claim to the sovereignty of the Punjab, or to any sovereign power whatever.

2nd.—All the property of the State, of whatever description and wheresoever found, shall be confiscated to the Honourable East India Company, in part payment of the debt due by the State of Lahore to the British Government, and of the expenses of the war.

3rd.—The Gem called the Koh-i-noor, which was taken from Shah Shooja-ool-Moolk by Maharajah Runjeet Sing, shall be surrendered by the Maharajah of Lahore to the Queen of England.

4th.—His Highness Dulleep Sing shall receive from the Honourable East India Company, for the support of himself, his relatives, and the servants of the State a pension not less than four and not exceeding five lakhs of Company's Rupees per annum.

5th.—His Highness shall be treated with respect and honor. He shall retain the title of Maharajah Dulleep Sing Bahadoor, and he shall continue to receive, during his life, such portion of the abovenamed pension as may be allotted to himself personally, provided he shall remain obedient to the British Government, and shall reside at such place as the Governor-General of India may select.

Granted and accepted at Lahore, on the 29th of March 1849, and ratified by the Right Honourable the Governor-General on the 5th April 1849.

MAHARAJAH DULLEEP SING.

RAJAH TEJ SING.

DALHOUSIE.

RAJAH DEENA NATH.

H. M. ELLIOT.

BHAEE NIDHAN SING.

H. M. LAWRENCE.

FUKEER NOOROODDEEN.

GUNDUR SING,
Agent of Sirdar Shere Sing, Sindhanwalla.

SIRDAR LALL SING,
Agent and Son of Sirdar Uttur Sing Kaleanwala.

No. XIV.

TRANSLATION of a SUNNUD granted to ABDOOL SUMMUD KHAN, dated 4th May 1806.

Adverting to the merit of your past services and conduct, the Right Honourable General Lord Lake, Commander-in-Chief, assigned to you from the beginning of the Fussul Rubee (spring crops) of 1213 Fuslee year, September 1805, A.D., the undermentioned mehals as a jaidad, for entertaining a Risalah, and also for a personal jaghire for yourself, comprehending the whole of the land revenue and the collection of customs, with an exception to such gardens and such ayma jaghire, punarth, and other rent-free lands, as also such daily allowances as have long been assigned for charitable purposes, on condition that you require no aid from the British Government, and that you settle the affairs of your mehals with your own troops, and provided also, that in any season of exigency, you furnish, on application, to the aid of the British Government, a force consisting of 200 horse, and that you always continue to manifest your attachment to the British Government, and your zeal to serve its interests. This grant has been confirmed to you by Government, who, sensible of the merit of your services and conduct, which have been made known to it by the communications of the Right Honourable the Commander-in-Chief, has been pleased to grant those lands to you and your heirs for ever. The British Government neither have, nor will have any concern with them whatever, but they will remain in your possession, and that of your posterity.

Entertaining a due sense of gratitude for this distinguished mark of favor, you will continue steadfast in your attachment to the British Government, and in your exertions to serve its interests.

In this consists your own advantage and welfare.

SCHEDULE OF LANDS in HURREANA, etc., as follows :—

Mehal of Hansi, with the Fort belonging to it.
,, of Hissar.
,, of Mohim.
,, of Turshaum.
,, of Burwala.
,, of Bhawl.
,, of Jemalpore.
,, of Ugrora.

2 ditto comprehending Rohtuck, joined with Baree and Dobuldee.

Tuppas Bhode, Nahar, and Jhaul belonging to pergunnah Dadree.

Dated 4th May 1806, answering to the 24th Suffer 1221 Hijree year.

No. XV.

AGREEMENT entered into by the NAWAB of DUJANA regarding the CESSION of JURISDICTION on that portion of the REWARI-FEROZEPORE RAILWAY which lies within the DUJANA STATE. 1899.

I, Muhammad Mumtaz Ali Khan, Nawab of Dujana, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Ferozepore Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

MUMTAZ ALI KHAN,
Nawab of Dujana.

Attested.

SIMLA ;
The 26th August 1899.

H. C. FANSHAWE,
Political Superintendent.

No. XVI.

DUJANA STATE EXCISE AGREEMENT,—1924.

This Agreement made the 31st day of May 1924 between Nawab Mohammad Khurshaid Ali Khan Bahadur Jalal-ud-Daula, Mustaqil-i-Jang, Chief of the Dujana State (hereinafter referred to as the Lessor) of the one part and the Secretary of State for India in Council (hereinafter referred to as the Lessee) of the other part. Whereas the Lessor hath in consideration of the premises agreed to lease to the Lessee the sole right of controlling the cultivation of the poppy and the manufacture and sale of opium and intoxicating drugs within the Dujana State, and the right to enjoy the revenue derived from such cultivation, manufacture or sale. Now therefore this Agreement witnesseth that the parties hereto mutually agree each with the other as follows that is to say :—

1. In this agreement the words "Opium" and "Intoxicating Drugs" are used as defined in the laws and rules for the time being in force in the Punjab in regard to opium and excise.

2. This agreement shall take effect from the 1st April 1924 and shall continue in force for ten years from that date during which period the Lessee shall enjoy the sole right of controlling the cultivation of the poppy, the manufacture and sale of opium and intoxicating drugs within the Dujana State and of enjoying the revenue derived from such cultivation, manufacture or sale.

3. While this agreement is in force the laws and rules in force for the time being in the Punjab with regard to the cultivation of the poppy and to the possession, manufacture and sale of opium and intoxicating drugs and to the transport, import and export of the same shall *mutatis mutandis* be enforced by the lessor throughout the Dujana State.

4. It shall be competent to the Financial Commissioners of the Punjab and the Deputy Commissioner of Rohtak during the currency of this agreement to exercise throughout the Dujana State the powers conferred on the Chief Revenue authority and the Collector respectively by the laws and rules referred to in the third article of this agreement.

5. It shall be competent to any Excise Officer of the Rohtak District authorised for the purpose of controlling the sale of opium and intoxicating drugs by the Deputy Commissioner of Rohtak during the currency of this agreement to exercise any of the powers at present conferred by Chapter VII of Act I of 1914 and by Sections 14 and 15 of Act I of 1878 throughout the Dujana State.

6. At least one shop will be provided in Dujana Tehsil and two at least in Nahar Tehsil for the sale of opium, and one and two in each of the two Tehsils respectively for the sale of hemp drugs. The position of these shops shall be determined by the Deputy Commissioner after due consultation with the Lessor in this respect. With the exception of these shops no excise shop whether for the sale of liquor or of any other exciseable articles will be opened by the State even for medicinal purposes.

7. All offences against the laws and rules to be enforced in the Dujana State in virtue of the 3rd article of this agreement shall be tried by the Courts of the State.

8. The staff necessary for the control of these excise arrangements shall be employed by the Deputy Commissioner, Rohtak, according to the local conditions and paid by the British Government which will pay all the other expenses of the management also. The Lessee his servants and agents will do their best to secure the enforcement of the laws and rules above referred to and to prevent breaches of the same and also such acts and omissions as may tend to reduce the revenue from opium and intoxicating drugs.

9. While this agreement remains in force the Lessee shall be entitled to receive and enjoy all the revenue accruing from the cultivation of poppy and the manufacture and sale of opium and intoxicating drugs throughout the Dujana State.

10. In consideration of the foregoing the Lessee will pay to the Lessor the amount of Rs. 2,000 yearly at the end of each financial year.

In witness whereof the parties have hereunto subscribed their names at the places and on the dates in each case hereinafter specified.

Signed and delivered for and on behalf of the Secretary of State for India in Council by Lieut.-Col. A. J. O'Brien, C.I.E., C.B.E., I.A., Commissioner, Ambala Division and Political Agent for the Dujana State acting under the authority of the Governor of the Punjab this day of 17th October 1924.

A. J. O'BRIEN,

Lessee.

Signed and delivered by the said Nawab Mohammad Khurshaid Ali Khan Bahadur, Jalal-ud-Daula, Mustaqil-i-Jang, Chief of Dujana State on the 17th day of October 1924 in the presence of—

MOHAMMAD KHURSHAID ALI,

Lessor.

Witnesses :

AMJAD HUSAIN, *Diwan,*

Dujana State.

HAKIM BASHIR AHMAD, *Nazim,*

Dujana State.

No. XVII.

ADOPTION SUNNUD granted to the CHIEF of KULSEA,—1862

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

5th March 1862.

Sanads in the same term have been granted to the Chiefs of Baghal, Baghat, Balsan, Bashahr, Beja, Bhajji, Bilaspur, Chamba, Darkoti, Dhami, Faridkot, Jubbal, Keonthal, Kumharsain, Kunihar, Kuthar Mahlog, Mandi, Mangal, Nalagarh, Sirmur (Nahan), Suket and Tharoch.

No. XVIII.

AGREEMENT transferring to the BRITISH GOVERNMENT the CONTROL of EXCISE ARRANGEMENTS and the INCOME DERIVED from the SALE of SPIRITS, OPIUM, and INTOXICATING DRUGS in the KALSIA STATE,—1893.

This agreement between the British Government, hereinafter called the lessee on the one part, and the Manager of the Kalsia State, on behalf of Sardar Ranjit Singh, Chief of Kalsia, hereinafter called the lessor, on the other part, is executed to secure to the lessee, in consideration of the payment hereinafter stipulated, the sole right of controlling the cultivation of the poppy and the manufacture and sale of fermented liquor, spirits, tari, opium and intoxicating drugs and of enjoying the revenue derived from such cultivation, manufacture or sale during the period specified, throughout the hereditary territories of the lessor, hereinafter called the Kalsia State.

In this agreement the words fermented liquor, spirits, tari, opium and intoxicating drugs are used as defined in the laws and rules for the time being in force in the Punjab in regard to opium and excise.

It is agreed as follows :—

Firstly.—This agreement shall take effect from first April 1892, and shall continue in force for five years from that date.

Secondly.—This agreement shall be binding for the period above mentioned on the lessor and the lessee, and their representatives and assigns respectively.

Thirdly.—While this agreement is in force, the laws and rules in force for the time being in the Punjab, with regard to the cultivation of the poppy and to the possession manufacture and sale of fermented liquor, spirits, tari, opium and intoxicating drugs and to the transport, import and export, of the same, shall, *mutatis mutandis*, be enforced by the lessor, his representatives and assigns throughout the Kalsia State.

Fourthly.—It shall be competent to the Financial Commissioners of the Punjab in regard to the whole of the Kalsia State, and to the Deputy Commissioner of Ferozepur in regard to the Chirak Ilaqa, and to the Deputy Commissioner of Umballa in regard to the rest of the Kalsia State, to exercise, during the currency of this agreement, the powers conferred on the Chief Revenue authority and Collector respectively by the laws and rules referred to in the third article of this agreement.

Fifthly.—It shall be competent to any Excise Officer of the Ferozepur and Umballa Districts authorized for this purpose by the Deputy Commissioner of Ferozepur or Umballa, as the case may be, during the currency of this agreement to exercise any of the powers at present conferred by Chapter VI of Act XXII of 1881 and by Sections 14 and 15 of Act I of 1878 in the Chirak Ilaqa if authorized by the Deputy Commissioner of Ferozepur, or in the rest of the Kalsia State if authorized by the Deputy Commissioner of Umballa.

Sixthly.—The Deputy Commissioners will, as far as possible, consider and give effect to the reasonable wishes of the lessor in regard to the number and position of shops for the retail vend of fermented liquor, spirits, tari, opium, and intoxicating drugs, and the number of persons to receive retail licenses.

Seventhly.—That all offences against the laws and rules to be enforced in the Kalsia State in virtue of the third article of this agreement shall be tried by the Courts of the State.

Eighthly.—That the lessor, his representatives and assigns will do their best to secure the observance of the laws and rules above referred to, and to prevent breaches of them and all such acts and omissions as may tend to reduce the revenue from fermented liquor, spirits, tari, opium and intoxicating drugs.

*Ninthly.**—While this agreement remains in force, the lessee shall be entitled to receive and enjoy all the revenue accruing from the cultivation of poppy and the manufacture and sale of fermented liquor, spirits, tari, opium and intoxicating drugs throughout the Kalsia State.

---

* When the Agreement was renewed in 1897, the following words were added at the end of the ninth clause : " and the import or transport of opium or intoxicating drugs."

Tenthly.—In consideration of the foregoing the lessee will pay annually to the lessor the sum of Rs. 5,500 (five thousand five hundred) during the currency of the agreement.

INAYAT ULLA, *Manager,*
Kalsia State.

H. GREY,
Commissioner and Superintendent,
Delhi Division.

CHACHHRAULI;
The 29th August 1893.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

W. J. CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 23rd April 1894.

No. XIX.

AGREEMENT entered into by the KALSIA STATE regarding the CESSION of JURISDICTION on that PORTION of the DELHI-UMBALLA-KALKA RAILWAY which lies within the KALSIA STATE,—1899.

We, the Council of Regency of the Kalsia State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Delhi-Umballa-Kalka Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

(*Signatures in vernacular.*)

Attested by me.

H. C. FANSHAWE,
Political Agent.

The 19th October 1899.

No. XX.

SANAD granted to SARDAR RAVISHER SINGH, CHIEF of KALSIA,—1916.

I hereby confer upon you the title of Raja as an hereditary distinction.

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

DELHI;
The 1st January 1916.

No. XXI.

SUNNUD granted to ASSUDOO-DOWLAH NUJAUBUT ALEE KHAN BAHADOOR, (of Jhajjar), dated 4th May 1806.

Adverting to the merit of your services and conduct, the Right Honourable General Lord Lake, Commander-in-Chief, assigned to you from the beginning of the Fussul Rubbee of 1213 Fussly year (corresponding with September 1805, A.D.) the undermentioned lands as a jaidad for a Risaleh and as a jaghire for your individual support, and that of your dependants, together with the whole of the land revenue and collections of customs, with an exception to such gardens and Ayma jaghires, punarth, and other rent-free lands, besides such daily allowances as have always been assigned (for charitable purposes), on condition that you shall not require the aid of the British Government, and that you settle your mehals properly with your own troops, and that in any season of exigency you furnish, on application, to the aid of the British Government, a force consisting of 400 horse, and that you always remain firm in your attachment to the British Government, and employ your exertions to promote its interests. The grant has now been confirmed to you by Government. In consideration of your approved attachment to the British interests, which has been made known by the communications of the Right Honourable the Commander-in-Chief, Government has been pleased to confer on you and your family, from generation to generation, a perpetual grant of those lands.

The British Government will never have any concern with the lands, and they will remain in your possession.

Impressed with a due sense of gratitude for this distinguished act of favour, you will always continue to manifest your attachment to the British Government, and your exertions to serve its interests, as involving your own happiness and welfare.

SCHEDULE of the LANDS comprehended in the GRANT.

Land granted to Assudoo-Dowlah Nujaubut Allee Khan Bahadoor, together with the whole of the land revenue and sayer duties.

Jhujjur.	Kontee.
Badlee.	Naroul.
Kanoundh.	Bandul.

Ditto to Fyze Tullub Khan in jaghire.

Pattoudhee, together with the whole of the land revenue and sayer collections.

Ditto to Mohummud Ismael Allee Khan and Fyze Mohummud Khan.

As a jaidad for the Risalehs of Mohummud Ismael Allee Khan and Fyze Mohummud Khan, on condition that they prove their obedience to Nujaubut Allee Khan, as follows :—

Dadree, including Bhodenahir and Jhaul.

Boodhwanna.

In jaghire to Mohummud Ismael Allee Khan.

Bahaudurgurh.

In jaghire to Fyze Mohummud Khan

Pattoudhee

Dated 4th May 1806, answering to the 14th of Suffer 1221 Hijeree year.

No. XXII.

ADOPTION SUNNUD granted to the NAWAB of PATOWDEE,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories, should be perpetuated, and the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any succession to your State which may be legitimate according to Mahomedan Law.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

CANNING.

Dated 5th March 1862.

Similar Sanads were granted to the Nawabs of Loharu and Dujana.

No. XXIII.

AGREEMENT between the BRITISH GOVERNMENT and the NAWAB of PATAUDI, regarding the transfer to the former of the CONTROL of EXCISE ARRANGEMENTS and of the INCOME derived from the sale of SPIRITS, OPIUM, and INTOXICATING DRUGS in the PATAUDI STATE,—1893.

This agreement between the British Government, hereinafter called the lessee on the one part, and Nawab Mohammad Mumtaz Hussain Khan, Manager of the Pataudi State, hereinafter called the lessor on the other part, is executed to secure to the lessee, in consideration of the payment hereinafter stipulated, the sole right of controlling the cultivation of the poppy and the manufacture and sale of fermented liquor, spirits, tari, opium, and intoxicating drugs, and of enjoying the revenue derived from such cultivation, manufacture or sale, during the period specified, throughout the hereditary territories of the lessor hereinafter called the Pataudi State.

In this agreement the words fermented liquor, spirits, tari, opium, and intoxicating drugs are used as defined in the laws and rules for the time being in force in the Punjab in regard to opium and excise.

It is agreed as follows :—

Firstly.—This agreement shall take effect from 1st April 1892, and shall continue in force for three years from that date or until such time as the British Government shall invest the Nawab with full powers in the Pataudi State.

Secondly.—This agreement shall be binding for the period above mentioned on the lessor and the lessee, and their representatives and assigns respectively

Thirdly.—While this agreement is in force, the laws and the rules in force for the time being in the Punjab with regard to the cultivation of the poppy and to the possession, manufacture, and sale of fermented liquor, spirits, tari, opium, and intoxicating drugs, and to the transport, import and export, of the same shall, *mutatis mutandis*, be enforced by the lessor, his representatives and assigns throughout the Pataudi State.

Fourthly.—It shall be competent to the Financial Commissioners of the Punjab and the Deputy Commissioner of Gurgaon during the currency of this agreement to exercise throughout the Pataudi State the powers conferred on the Chief Revenue authority and the Collector respectively, by the laws and rules referred to in the third article of this agreement.

Fifthly.—It shall be competent to any Excise Officer of the Gurgaon District authorized for this purpose by the Deputy Commissioner of Gurgaon during the currency of this agreement to exercise any of the powers at present conferred by Chapter VI of Act XXII of 1881 and by Sections 14 and 15 of Act I of 1878 throughout the Pataudi State.

Sixthly.—The Deputy Commissioner will, as far as possible, consider and give effect to the reasonable wishes of the lessor in regard to the number and position of shops for the retail vend of fermented liquor, spirits, tari, opium and intoxicating drugs, and the number of persons to receive retail licenses.

Seventhly.—That all offences against the laws and rules to be enforced in the Pataudi State in virtue of the third article of this agreement shall be tried by the Court of the State.

Eighthly.—That the lessor, his representatives and assigns will do their best to secure the observance of the laws and rules above referred to and to prevent breaches of them and all such acts and omissions as may tend to reduce the revenue from fermented liquor, spirits, tari, opium, and intoxicating drugs.

Ninthly.—While this agreement remains in force the lessee shall be entitled to receive and enjoy all the revenue accruing from the cultivation of poppy and the manufacture and sale of fermented liquor, spirits, tari, opium, and intoxicating drugs throughout the Pataudi State.

Tenthly.—In consideration of the foregoing the lessee will pay annually to the lessor the sum of Rs. 414 (four hundred and fourteen) during the currency of the agreement.

MOHAMMAD MUMTAZ HUSSAIN KHAN,
Manager, Pataudi State.

H. GREY,
Commissioner and Superintendent,
Delhi Division.
The 29th August 1893.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

W. J. CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 23rd April 1894.

No. XXIV.

AGREEMENT entered into by the RAIS of PATAUDI regarding the cession of jurisdiction over RAILWAY LANDS in the PATAUDI STATE,—1901.

I, Nawab Muzaffar Ali Khan of Pataudi State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be occupied by the railways comprised in the Rajputana-Malwa system (including all lands occupied for stations, for out-buildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

MUHAMMAD MUZAFFAR ALI KHAN,
Rais of Pataudi State.

No. XXV.

TRANSLATION of a copy of a SUNNUD, dated 8th FEBRUARY 1816, signed and sealed by LORD MOIRA, Governor-General, conferring on RAJAH MUHENDRA SINGH, BUSSAHIRWALA, the Raj of Rampoor, Bussahir, and Thakuraees of Dulaitee, Kurangto, and Kanaitee.

Whereas all the hill territory has come into the possession of the Hon'ble Company, the Most Noble the Governor-General hereby confers on Rajah Muhendra Singh in perpetuity, generation after generation, the Raj of Rampoor, Bussahir, and Thakuraees of Dulaitee, Kurangto, and Kanaitee, with all their revenues and internal and external rights, conditional on the said Rajah paying Rs. 15,000 (Kuldar) per annum tribute money, in instalments as detailed below, for defraying the expenses of the protecting English force, and conditional on his rendering personal service with his armed followers and begarees when called upon to do so, and constructing roads on all four sides of his territories.

The forts of Rawin, Salegan, Hatto, and Baghee, together with the lands attached to them, and pergunnah Saudbhoj and mouza Khepoo, etc., having been detached from the Rampoor Bussahir ilaka, and retained in possession and occupation of the British Government, he (the Rajah) should never even think of advancing his claim to the said places, and being bound by the terms of this sunnud remain heartily submissive and obedient to the British authorities and not encroach beyond his territories.

The Rajah shall pay the tribute money by fixed instalments, and in time of war shall, on a requisition from the Superintendent of Hill States, join the British army in person with his armed retainers and hill porters, keep himself in readiness to execute orders, and remain submissive. He shall construct roads throughout his territory four yards wide.

If the Rajah neglects or hesitates in paying the fixed tribute; in joining the British army with his retainers on the occasion of war; in showing submission and obedience to the British authorities; and in constructing roads in his territory, or encroaches upon the territories of others, he shall incur displeasure and will be deposed.

The Rajah shall consider this sunnud as a ratified document, and use his exertions to fulfil the terms thereof, to promote the welfare of his people, to improve the condition of his country and cultivation, to redress grievances and to keep the public roads safe.

The Rajah shall not extort money from his subjects, but treat them with kindness so that they may always be thankful to him. His subjects should regard him, and his (successors) as above described, as their sole and lawful lord, pay without fail the revenue due to him, remain obedient to him at all times, and behave themselves well.

Tribute money to be paid by instalments as follows :—

			Rs.
(1)	In month of	Poos (December-January)	5,000
(2)	„	Bysack (April-May)	5,000
(3)	„	Sawun (July-August)	5,000

To join the British army with his armed retainers and hill porters when called upon to do so in time of war.

To construct roads on all four sides in his territory four yards in width.

No. XXVI.

AGREEMENT with Rajah of Bussahir for lease of his forests,—1864.

The Rajah of Bussahir having found the management of his forests troublesome, desires to lease them to the British Government for a term of fifty years, and requests the Superintendent, Hill States, to submit the following proposals for the approval of the Punjab Government :—

ARTICLE 1.

I make over the entire control of the whole forests of Bussahir to the British Government, who will appoint an English Officer to take charge of the said forests.

ARTICLE 2.

No contractor or other person shall be permitted to cut timber in any forest of my dominions, except in places and under conditions specified by the officer appointed to be Conservator of Forests.

ARTICLE 3.

For every tree felled in the forests of Bussahir by authority of the Conservator, the British Government shall pay at the following rates :—

Deodar (Kelu)	3	8	0
Walnut (Akhrot)	2	0	0
Birch (Bhojputea)	1	8	0
Other kinds	2	0	0

ARTICLE 4.

The accounts shall be made up quarterly or half-yearly and rendered, and payments made at the abovementioned rates quarterly or half-yearly.

ARTICLE 5.

I will have nothing to do with the establishments appointed by the Forest Officer. The British Government will defray all expenses connected with the conservancy of the forests, felling and transporting timber to the Sutlej, and floating down to the depôts.

ARTICLE 6.

I agree that the officer appointed to the forest should have power of a Subordinate Magistrate, 1st class, defined in Section 23 of Act XXV, 1861, to try and decide cases of offences against property and property marks.

ARTICLE 7.

I will give every assistance required by the Conservator in the exercise of the above powers for apprehending offenders, or supposed offenders, and for confirming the penalties awarded by him.

ARTICLE 8.

I hereby grant to the British Government a lease of the forests of Bussahir for (50) fifty years, commencing from such date as the Government may confirm the lease.

ARTICLE 9.

I will furnish an Indent to the Government for any timber I may require, specifying the amount and kinds of wood, and the purpose for which it is to be applied.

ARTICLE 10.

The Zemindars shall be permitted to cut timber for fuel, charcoal, house-building, and vine frames. They are not to be prohibited from cutting down the inferior forests for purposes of cultivation.

JOALLA DOSS, *Vuzeer*.

SURJEET, „

FUTTEHRAM, „

HEERANUND, „

JOALLA DOSS.

GOVERDHUN DOSS.

PETUMBER DOSS.

SHAM SHERE SING,
Rajah of Bussahir and Rampoor.
Simla, 28th June 1864.

In the presence of—

LT.-COL. R. C. LAWRENCE, C.B.,
Supdt., Hill States.

DR. CLEGHORN, M.D.,
Conservator-Genl. of Forests.

No. XXVII.

AGREEMENT,—1871.

Whereas by an agreement, bearing date 28th June 1864, the Rajah Shumshere Sing of Bassahir and Rampoor has leased to the British Government, for a term of 50 years, all the forests under his control in the territories of Bassahir ; and

Whereas the said Rajah Shumshere Sing is desirous of leasing to the British Government all rights within his territory to waif, drift, and windfall timber, both on land and in water ; and

Whereas in the said agreement, dated 28th June 1864, the terms on which the British Government shall pay the said Rajah of Bassahir and Rampoor the exercises of the rights hereinbefore last mentioned have not been expressed :

It is agreed between the said Rajah Shumshere Sing of the one part, and Superintendent of the Simla Hill States on behalf of the British Government of the other part, as follows :—

This agreement shall commence to be in operation from and for the working season of the Christian year 1870-71.

The British Government shall, through such officers as it shall from time to time appoint in that behalf, and on the conditions hereafter agreed to, have the sole and entire control and management of, and the entire right and title to, all waif, drift, and windfall timber, both on land or in water, stranded or collected in the territories subject to the Rajah of Bassahir and Rampoor.

In lieu of such right to waif, windfall, and drift timber, the British Government shall and will pay to the said Rajah of Bassahir and Rampoor, or to such person as he shall appoint to receive the same, the yearly sums hereinafter stated that is to say—

For each of the years 1870-71, 1871-72, and 1872-73 the sum of rupees fifteen hundred (1,500).

For each of the years 1873-74 and 1874-75 the sum of rupees twelve hundred (1,200).

And for the year 1875-76 and following years the annual sums of one thousand rupees (1,000).

The British Government shall not, in virtue of any right vested in it by this agreement, interfere with the privilege of villagers and others residing on or near the banks of the River Sutlej, or its tributaries, of collecting fragments and small pieces of timber to be used for fire-wood without payment for the same.

Provided always that the privilege aforesaid shall not be deemed to entitle any person to take any piece, fragment, or log of wood of any size larger than one man can himself and without assistance lift or carry.

In witness whereof the Rajah Shumshere Sing of Bassahir and Rampoor of the one part, and Superintendent of the Simla Hill States acting on behalf of the British Government of the other part, have hereto set their hands this first day of August 1871.

SHUMSHERE SING,

Rajah of Bassahir and Rampoor.

In the presence of

C. BATCHELOR, *Major,*

Dy. Conservator of Forests, Sutlej Division.

J. PARSONS,

Supdt., Hill States.

In the presence of

A. CHISHOLM, *Head Clerk,*

Supdt., Hill States Office.

No. XXVIII.

AGREEMENT with the RAJA of BASHAHR,—1877.

Whereas by the terms of an agreement having date at Simla, the twenty-eighth day of June 1864, His Highness the Raja of Rampoor-Bashahr, having requested the aid of the British Government in the management of his forests, did for that purpose lease the said forests to the British Government; and

Whereas by a further agreement, dated the first day of August 1871, His Highness the said Raja did grant to the British Government (in consideration of certain payments therein provided to be made) his rights in waif and windfall timber; and

Whereas it is now desirable to embody the terms of the said agreements in one agreement, and further in such new agreement to secure to His Highness a more equitable remuneration in consideration of the grant of his forests and other rights, and at the same time to make more definite provision for the conservancy of the forests aforesaid:

The following Articles have been agreed upon between His Highness the Raja of Rampoor-Bashahr of the one part, and Captain Robert Parry Nisbet, Superintendent of Hill States, Simla, on behalf of the British Government, of the other part:—

1. From and after the date of the execution of this present agreement, the former agreements, bearing date at Simla, the 28th June 1864 and 1st August 1871, respectively, shall cease to be of force, and shall be deemed to be cancelled and superseded by this present agreement.

2. The term "forest," as used in these Articles, shall mean and include—

(*a*) Those tracts of country covered with trees, or from which the trees have been felled, which pay no revenue as cultivated land to the Rampoor-Bashahr State.

(*b*) Such other tracts of land, cultivated or uncultivated, covered with trees or barren, as the Rajah of Rampoor-Bashahr may from time to time consent to give up for the purpose of consolidating or extending the area of any existing forest, or of forming new plantations or forests.

3. In consideration of the sum of Rs. 10,000 to be paid in two half-yearly instalments, *viz.*, on the 30th April and 31st October in every year, His Highness the Raja of Rampoor-Bashahr hereby grants the entire and sole control of the whole forests of Bashahr to the British Government.

4. The Raja of Bashahr further grants to the British Government all his rights in unclaimed waif, drift, and windfall timber within his territory both on land and in water, and further grants to the said Government the entire control of the rivers and streams in Bashahr in so far as concerns the floating and management of timber in transit; and the Raja of Bashahr further agrees that the British

Government shall have power to take up land not being forest when such land is required for timber slides and other necessary works:

Provided always that fair and equitable compensation shall be paid therefor to the persons entitled thereto.

5. The British Government shall on its part appoint and maintain at its own expense such officers and such subordinate establishments as to it may seem good for the purpose of controlling, managing, and working the said forests, and controlling and managing the transport and floating of timber as aforesaid.

The term " Forest Officer " when used in this agreement or the schedule thereto annexed, shall be deemed to mean any officer so appointed.

6. The rule set forth in the schedule annexed for the protection and management of the forests and for regulating the floating of timber and other matters shall be deemed to be in force throughout Bashahr, and the British Government may invest any Forest Officer with all or any of the powers of a Magistrate as described in the Code of Criminal Procedure in force in British India, to be exercised within the State of Bashahr for the purpose of trying and punishing offences against the rules aforesaid.

And the Raja of Bashahr engages to render every aid required by the officer or officers authorized to exercise such powers for bringing to justice all persons charged with offences against the rules, and for enforcing any lawful judgment awarded against them.

7. Further it is agreed that during the currency of this lease the whole preservation, control, and right of shooting game birds in the Bashahr forest shall exclusively belong to the British Government. Licenses to shoot in the Bashahr forests shall be granted only by the Superintendent of the Hill States:

Provided always that the Raja of Bashahr may grant annually to residents of Bashahr licenses to shoot game birds for their own consumption, but not for sale. The number of such licenses shall not exceed thirty. Any person found shooting without a license, or netting, trapping, or snaring game birds shall be liable to the penalties mentioned for such offences in the rules forming a schedule to this lease.

8. The whole cost of conserving the forest in Bashahr under the rules annexed, together with all costs of felling and transporting timber for the use of the British Government, and of maintaining the necessary establishment in such forests, shall be borne by the British Government.

9. This agreement shall continue in force for a term of fifty years, commencing from the date of the present agreement. On the expiry of this term it shall be renewable at the pleasure of the British Government for a further term of fifty years. It shall be again renewable in like manner at the end of every term of fifty years:

Provided always that any alterations in the Forest Rules attached hereto that may be agreed to by both parties may be made at any time without affecting the continuance of shis agreement.

Executed this first day of November 1877 at Simla.

SHAMSHER SING,
Raja of Bashahr and Rampoor.

ROBERT PARRY NISBET,
Superintendent, Hill States.

In presence of

B. H. BADEN-POWELL,
Conservator of Forests.

ABDULLA MAULVI.

SCHEDULE.

Rules for the Bashahr Forests.

1. Unless expressly permitted by the Chief Forest Officer, the following acts are prohibited in all forests of the Bashahr State :—

(*a*) Breaking up forest land for cultivation.

(*b*) Setting fire to grass tracts in the vicinity of forests or negligently permitting fire to extend thereto.

(*c*) Setting fire to trees, brushwood, or stumps.

(*d*) Cutting out slabs, torches, etc., from the stems of standing trees, barking or boring for turpentine, or otherwise injuring trees.

(*e*) Felling or lopping trees.

(*f*) Selling timber.

(*g*) Removing dead leaves and surface soil.

(*h*) Shooting without a license, netting, trapping, or snaring any game bird.

2. Permission free of charge shall be given by the Forest Officer of Bashahr to all zemindars, who may require it, to break up forest land for cultivation, to cut timber for fuel, charcoal, house-building, and vine frames, to cut and collect branches and leaves for cattle fodder and manure, to burn grass for pasture, to cut torches, and to collect turpentine, bark, roots, ringall, and other minor forest produce.

These privileges shall be exercised in such portions only of the forest as the Forest Officer shall from time to time assign.

The collection of the seeds of the Ri (Neoza) shall be free to all who have a right to collect them.

3. The British Government shall have power to demarcate or fence any portion or portions of the forest in Bashahr.

If the boundaries of any demarcated forest are not clearly indicated by roads, rivers, or other existing boundaries or landmarks, they must be marked out by permanent marks in such manner as the Punjab Government may direct.

4. In the demarcated or fenced forests grazing by cattle, except by permission of the Forest Officer of Bashahr, is prohibited, in addition to the prohibitions enumerated in rule 1.

5. The Raja of Bashahr will furnish an indent to the British Government for any timber he may require, specifying the amount and kinds of wood and the purpose for which it is to be applied. Such timber shall not be applied to other purposes than those specified in the indent, and shall not be sold.

It will rest with the Punjab Government to decide what quantity shall be given.

6. No person shall, without the permission of the Forest Officer of Bashahr, remove, cut up, burn, deface the marks of, or mark any timber in transit, whether stranded or floating, provided that this rule shall not interfere with the privilege of the villagers to take for firewood stranded pieces of broken timber, which are not, however, to be larger than one man can lift by himself.

7. Any person who breaks rule 1, 4, or 6 shall be liable, on conviction before a Magistrate, to fine not exceeding Rupees 200, or, in default of payment, to three months' imprisonment with or without hard labour.

No. XXIX.

AGREEMENT between the SECRETARY OF STATE FOR INDIA and the RAJA of BASHAHR for the LEASE of the BASHAHR FORESTS,—1929.

This agreement made this first day of May 1929 between the Raja of Rampur-Bashahr who on behalf of himself, his heirs, successors, administrators, executor and assigns is hereinafter referred to as the Raja of Rampur-Bashahr of the on part and the Secretary of State for India in Council who together with his successors in office and assigns is hereinafter referred to as the Punjab Government of the second part.

Whereas by virtue and in pursuance of agreements of various dates between the Raja of Rampur-Bashahr and the Secretary of State the said Secretary of State acting by and through the Local Government of the Punjab had enjoyed a lease of the forests of the Bashahr State together with all the rights of the Raja of Rampur-Bashahr in waif, drift and windfall timber.

of the forests of Bashahr excepting those reserved for the use of the Raja as defined in Clause II and subject to the definitions and rules prescribed in the Schedule and Appendices attached to this agreement.

Payments.

(*a*) An annual payment of rupees one lakh to be paid in two equal half-yealy instalments of Rs. 50,000 due respectively on the 30th of April and 31st of October in each year ;

(*b*) the payment of half the excess over Rs. 1,50,000 of the net profits from the working of the forests included in this lease. Such excess shall be determined triennially in accordance with the accounts of the Forest Department for a period of the preceding three years, the first period of three years to commence from the 1st of April 1929, provided that for the period from the 1st of November 1928 to the 31st of March 1929, the Raja shall be entitled to receive 5-24th of the average annual net profits for the first triennium in excess of Rs. 1,50,000 in addition to his share of the profits for that triennium.

ARTICLE 4.

The Raja of Rampur-Bashahr further grants to the Punjab Government all his rights in unclaimed waif, drift and windfall timber within his territory both on land and in water, and further grants to the said Government the entire control of the rivers and streams in Bashahr in so far as concerns the floating and management of timber in transit ; and the Raja of Rampur-Bashahr further agrees that the Punjab Government shall have power to take up land, not being forest, when such land is required for timber slides and other necessary works.

Provided always that fair and equitable compensation shall be paid therefor to the persons entitled thereto.

Notwithstanding the above, the Raja will be permitted to seize all waif timber, that is to say, timber bearing neither axe nor saw mark, at Rampur Bridge, subject to inspection by a forest officer in the service of the Punjab Government and subject to the provisions of the Timber Transit Rules applicable to the Sutlej river in Native States.

ARTICLE 5.

The Punjab Government shall on its part appoint and maintain at its own expense such officers and such subordinate establishments as to it may appear necessary expedient or desirable for the purpose of controlling, managing and working the said forests and controlling and managing the transport and floating of timber and carrying out the provisions of this agreement and of the Schedule attached thereto.

ARTICLE 6.

The rules set forth in the Schedule annexed for the protection and management of the forests and for regulating the floating of timber and other matters

shall be deemed to be in force throughout Bashahr and the Forest Settlements sanctioned by the Punjab Government, *viz.*, the forest settlements for the Pabar, Rupin and Giri Valleys in 1911 and the forest settlements for the Sutlej Valley in 1921 shall be deemed to be in force in the respective areas to which they apply. The Raja of Rampur-Bashahr hereby agrees and engages to render every aid required by Forest Officers to bring to justice all persons charged with offences against the rules and to enforce all lawful judgments awarded against such persons.

ARTICLE 7.

The whole cost of conserving the forests included in this lease together with all cost of felling and transporting timber for the use of the Punjab Government and of maintaining the necessary establishment in such forests shall be borne by the Punjab Government unless otherwise provided for in this lease.

ARTICLE 8.

This agreement shall continue in force for a term of twenty-five years from the 1st of November 1928, provided that the provisions of Clause III shall be liable to revision, at the option of the Punjab Government, at the end of nine years beginning from the 1st of November 1928, and provided also that additions to the list of forests shown in Appendix I attached to this agreement, may be made by the Punjab Government at the request of the Raja of Rampur-Bashahr on completion of nine years beginning from the 1st of November 1928, if the Punjab Government are satisfied that the management of the forests now included in Appendix I has been efficient.

In witness whereof the parties hereto have respectively set their hands the date and year aforementioned.

PADAM SINGH,

The Raja of Rampur-Bashahr.

In the presence of—

Witnesses :—

CHATTAR BHUJ.

KEWAL RAM.

J. G. BEAZLEY,

Secretary to the Government of the Punjab for and on behalf of the Secretary of State for India in Council.

In the presence of—

Witnesses :—

P. WOOD-COLLINS.

I. SALT.

SCHEDULE.

1. Subject to the provisions of the Forest Settlements the following acts are prohibited in all forests unless expressly permitted by the Divisional Forest Officer :—

(*a*) Breaking up land for cultivation,

(*b*) Setting fire to grass tracts in the vicinity of forests, or negligently permitting fire to extend to forests,

(*c*) Setting fire to grass, trees, brushwood or stumps,

(*d*) Cutting out slabs, torches, etc., from the stems of standing trees, barking or tapping for resin, or otherwise injuring trees,

(*e*) Felling or lopping trees,

(*f*) Selling timber,

(*g*) Removing dead leaves and surface soil.

2. Rights of user shall be exercised in accordance with the provisions of the Forest Settlements except in such portions of the demarcated forests as may be closed from time to time by the Divisional Forest Officer.

3. The Punjab Government shall have power to demarcate and/or fence any portion or portions of the forests in Bashahr provided that it shall not fence any portion of the forest which is undemarcated at the time of the execution of this lease, except with the previous approval of the Raja of Rampur-Bashahr.

4. In the demarcated forests the grazing of cattle, sheep and goats is prohibited except as provided by the Forest settlements or expressly permitted by the Divisional Forest Officer.

Notwithstanding the above, the Raja of Rampur-Bashahr may allow Gujars to graze buffaloes in the areas permitted for such grazing, provided that within five years from the commencement of this agreement the number of buffaloes so permitted to graze shall be reduced to 250. Appendix II to this agreement shows and describes the permitted areas.

5. (*a*) The Raja of Rampur-Bashahr may furnish indents to the Divisional Forest Officer concerned for any timber which he may require for State purposes specifying the amount and purpose for which it is required. Such timber shall not be used for any purpose other than that stated in the indent and it shall not be sold or exported. The Divisional Forest Officer will have marked free of charge the necessary trees (if available from demarcated forests) and will make every effort to have them marked within 60 days. The Raja of Rampur-Bashahr will not indent for any more timber than is stated below in any one year :—

(*a*) 250 sleepers to be delivered at Rampur at cost price.

(*b*) 100 Deodar trees of either the 1st or 2nd class or of the 1st and 2nd classes mixed free of cost.

(*c*) 500 Kail standing trees of the 1st or 2nd class or of the 1st and 2nd classes mixed free of cost.

(*d*) 1,000 Kail standing trees of either the 3rd or 4th class or 3rd and 4th classes mixed free of cost.

Walnut and Shisham standing trees will be supplied to the Raja at the discretion of the Divisional Forest Officer concerned free of cost. The Divisional Forest Officer will make special endeavour to ensure compliance with the Raja's indents within a reasonable time.

(*b*) Notwithstanding the provisions of Clause (*a*), the Forest Department will supply the Raja of Rampur-Bashahr with 500 sleepers delivered at Rampur *at cost price during each of the years 1928, 1929, 1930 and 1931, provided that* the number of sleepers furnished in each of these years shall not be in excess of the sleepers actually required for State purposes, and provided further that the Forest Department is able to supply the full number of 500 sleepers consistently with their liabilities under their contract with the Railway Department.

6. No person shall, without the permission of the Divisional Forest Officer, remove, cut up, burn, deface the marks of, or mark any timber in transit, whether stranded or floating; provided that this rule shall not interfere with the privilege of the villagers to take for firewood stranded pieces of unmarked and unsawn timber which are not however to be larger than one man can lift by himself.

7. The Punjab Government will not construct any habitation other than temporary within demarcated or undemarcated forests or any garden or plantation outside demarcated forests without the sanction of the Raja.

8. All rights to minerals in Bashahr State are reserved to the Raja. The quarrying of stone and slate within the demarcated forests shall be regulated by the Punjab Government subject to the provisions of the Forest Settlements.

9. The Punjab Government shall not object to the construction of irrigation channels (kuhls) and of telegraph and telephone lines in demarcated forests, provided that the alignment of such is subject to the previous sanction of the Divisional Forest Officer.

10. The rights of Jagirdars and Adna Maliks to dispose of trees growing on lands which are held by them in Jagir or in Adna Malkiyat at the date of execution of this lease, shall be in accordance with the provisions of the Forest Settlements, provided that where the provisions of the Forest Settlements require that certain action should be taken by a Forest Officer, such Forest Officer shall be in the service of the Punjab Government and shall be of rank not below that of a Forest Ranger.

11. The Punjab Government when floating timber down rivers and streams shall respect the rights of the zamindars to water for irrigation purposes and for water-mills and shall pay compensation to the persons entitled thereto for any damage done to irrigation or to water mills. Such compensation shall be assessed by the Forest Board (*vide* rule 13 *infra*).

12. With regard to the forests included in Appendix I, the Raja of Rampur-Bashahr shall have full powers of control and management, provided that he shall not sell timber except to right holders in accordance with the provisions of the

Forest Settlements and shall not export timber without the previous sanction in writing of the Conservator of Forests, Eastern Circle.

13. A Forest Board shall be constituted of which the Raja of Rampur-Bashahr shall be *ex-officio* President. The composition, duties and powers of the Board are stated in Appendix III hereto.

14. Fees due to the Bashahr State by Zamindars on account of the exercise of rights of user under the Forest Settlements shall be levied throughout the State at the rates in force in the Pabar Valley at the date of the execution of this agreement notwithstanding any provision to the contrary in the Forest Settlements. Such fees shall be realized by the Punjab Government but shall be credited to Bashahr State.

15. Any discrepancy between the boundaries of the demarcated forests—

(1) as existing on the ground ;

(2) as shown in the Settlement Records of Sambat 1950 Bikrama of the Bashahr State and subsequent revisions of the same previous to the execution of this lease ; or

(3) as shown in the records of the Forest Settlements previous to the execution of this lease ;

may be investigated and adjudicated upon by the Forest Board, provided that the orders issued by the Board under this rule shall be subject to confirmation by the Superintendent, Hill States, Simla, who shall, previous to confirmation obtain the views of the Conservator of Forests, Eastern Circle, Punjab.

16. When the Punjab Government is shown in the Revenue Records of the Bashahr State as occupier of any land leased to it in the Forest Department in the Bashahr State, it shall be shown as a tenant through the Forest Department. The Raja of Rampur-Bashahr shall be shown as Ala Malik, and if he is also Adna Malik of the area in question, he shall be shown as Adna Malik.

17. On roads where mules can ply, the Bashahr State shall arrange through Chaudhris for mule transport for forest officers serving in the State at rates which shall be fixed from time to time in accordance with rules to be framed by the Forest Board, provided that if the Forest Board fail to reach a unanimous decision, the matter should be referred for decision to the Superintendent, Hill States, Simla. At the principal stages on those roads which are either permanently or temporarily unfit for mules the Forest Officers shall arrange for cooly transport through contractors, who shall be appointed by the Forest Board, provided that if the Forest Board fail to reach a unanimous decision, the matter should be referred for decision to the Superintendent, Hill States, Simla. The rates of cooly hire shall be fixed from time to time by the Forest Board, provided that if the Forest Board fail to reach a unanimous decision, the matter should be referred for decision to the Superintendent, Hill States, Simla. The contractors shall be remunerated either by an annual subsidy payable by the Punjab Government, or by commission on the hire of coolies actually engaged, the amount of the subsidy or the rate of commission, as the case may be, being determined by the Forest

Board, provided that if the Forest Board fail to reach a unanimous decision, the matter should be referred for decision to the Superintendent, Hill States, Simla. Provided that at any stage where no Chaudhri or contractor has been appointed and also at a stage where the Chaudhri or contractor fails to make satisfactory arrangements for mule or cooly transport as the case may be, Forest Officers shall be entitled to require the Zaildar or Lumbardar to provide coolies or other transport and shall in addition to the coolie hire pay commission to the Zaildar or Lumbardar at a rate to be fixed by the Forest Board, provided that if the Forest Board fail to reach a unanimous decision, the matter should be referred for decision to the Superintendent, Hill States, Simla.

The State shall maintain supply contractors on roads maintained by the Public Works Department. At other stages Forest Officers shall make their own arrangements for supplies through Zaildars or Lumbardars. Any dispute that may arise between the State and Forest Officers with regard to transport or supplies shall be referred to the Superintendent, Hill States, for decision. The Raja of Rampur-Bashahr shall give Forest Officers all reasonable assistance in making the arrangements contemplated in this rule. Provided that at the instance of either party to this agreement, the arrangements for supplies and transport may be re-examined at the conclusion of nine years from the date of this agreement with the object of making such changes, if any, as may be necessary having regard to the conditions relating to supplies and transport then obtaining.

18. Any person who commits a breach of any of the provisions of rule 1, 4, 6, 8, or 10 of this Schedule shall be liable on conviction before a Magistrate to fine not exceeding Rs. 200 or in default of payment to three months' imprisonment with or without hard labour.

APPENDIX I.

List of forests mentioned in Clause II of the lease as forests reserved for the use of the Raja of Rampur-Bashahr.

1. All forests lying between the Manioti Dhar and the Manglad Gad, including the following demarcated forests :—

W. P. No.	Forest Settlement No.	Acres.
127 (*a*)	67	788
128	65	192
129	64	80
130 (part on right bank of Manglad Gad).	63 (part on right bank of Manglad Gad)	about 10 acres
131	66	12
		1,082

2. All forests lying between the Brauni Gad and Khopri (about mile 70 on the Hindustan Tibet Road), including the following demarcated forests:—

W. P. No.	Forest Settlement No.	Acres.
140	56	550
141	55	1,430
142	54	474
		2,454

These forests are shown on the attached map*.

3. Any other forest which is added to this list with the sanction of the Punjab Government.

*Not reproduced.

APPENDIX II.

List of areas in which buffalo grazing is permitted as provided for in rule 4 of the Schedule attached to the lease.

Name.	Area.
Umladwar and Dunga	650 acres.
Chararu	100 „
Paodi	220 „
Chawa	300 „
Sagari	370 „
Gajiani Thach	150 „
Lamba and Siro Thaches	390 „

These areas are shown on the attached map*.

* Not reproduced.

APPENDIX III.

The constitution and powers of the Forest Board mentioned in rule 13 of the Schedule attached to the lease.

The Forest Board shall consist of three members of whom the Raja of Rampur-Bashahr shall be the President. The other two members shall be nominated by the Chief Conservator of Forests.

2. Two members of the Board, of whom one shall be the Raja, shall constitute a quorum.

3. Except where otherwise provided, the functions of the Board shall be advisory.

4. The Board will consider and report on any question affecting the forests of Bashahr State which may be referred to it through the Superintendent, Hill

States, by the Chief Conservator of Forests, Punjab, or the Conservator of Forests Eastern Circle.

5. Any discrepancy between the boundaries of the demarcated forests.

(*a*) as existing on the ground.

(*b*) as shown in the Settlement Records of Sambat 1950 Bikrama of the Bashahr State and subsequent revisions of the same previous to the execution of this lease, or

(*c*) as shown in the records of the Forests Settlements previous to the execution of this lease ;

may be investigated and adjudicated upon by the Forest Board, provided that the orders issued by the Board under this rule shall be subject to confirmation by the Superintendent, Hill States, Simla, who shall previous to confirmation, obtain the views of the Conservator of Forests, Eastern Circle, Punjab.

6. The Punjab Government when floating timber down rivers and streams shall respect the rights of the zamindars to water for irrigation purposes and for water mills, and shall pay compensation to the persons entitled thereto for any damage done to irrigation or to water mills. Such compensation shall be assessed by the Forest Board.

7. The Superintendent, Hill States, may, with the concurrence of the Conservator of Forests, Eastern Circle, refer to the Board for advice any question affecting the forests of Bashahr State. The Board will then consider and report on the question so referred.

No. XXX.

SUNNUD to RAJAH RAM SING (or RAM SURRUN) for HINDOOR,—1815.

Whereas all the hill country has come into the possession of the British Government; and whereas Rajah Ram Sing has, during the present war, performed worthily the part of an ally of the British Government, joining the British troops in person with his forces, and furnishing begarees to level roads and to perform other work, wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to the said Rajah, conferring on him and his heirs for ever Hindoor, etc., seven Pergunnahs; and Buhtowlee with twelve villages, and Munthoolee with four villages (excepting, however, the half share of Fyzoollah-poora, in Pergunnah Khas Hindoor, and the Fort of Malown, with six villages of Mouzah Malown Chakiran, which are on the point [tegh] of the Hill of Malown, and Mouzas Malown-badhoo, Chulan dooaree-wallah, etc., the jumma of the whole seven villages being 118 rupees and 123½ maunds of grain), together with all the rights and appurtenances belonging thereto, and the sayer collections, and right of dis-

tributing justice to the ryots; without exaction of begarees, or of service, or of nuzzuranah, all these dues being remitted. Whatever number of begarees the Rajah shall furnish in case of war, shall be paid for by the British Government at the rate of 4 rupees per man. The Rajah, however, will not receive any pay for himself and his troops in joining the British Forces. The Rajah, considering this Sunnud a full and valid title for himself and his descendants, will exert himself to the utmost to promote the welfare of his subjects, and will abstain from encroaching on the possessions of others; and being grateful for the favour which has been shown him by the British Government, he will continue firm in allegiance to it, and will conform to all the conditions of this Sunnud.

It will be the duty of the ryots on their part to consider the Rajah as their rightful lord, and to pay their revenue punctually, and show obedience to his authority, and to exert themselves to improve the cultivation of their lands and to augment the Rajah's resources.

20th October 1815.

No. XXXI.

SUNNUD to RAJAH RAM SING (or RAM SURRUN) for the THAKOORAEE of BUROWLEE, —1815.

Whereas all the hill country has come into the possession of the British Government, and many Chiefs have had their former possessions wholly restored to them; and whereas the Fort of Malown, with six villages, the estimated annual jumma of which is 118 rupees and 118 maunds of grain, has been withheld from Rajah Ram Sing, in order to be retained as a post for British troops; therefore, as a compensation for the said fort and six villages, this Sunnud is, by order of the Right Honorable the Governor-General, granted to Rajah Ram Sing, conferring on him and his heirs for ever the Thakooraee of Burowlee, with all the appurtenances belonging thereto, and the sayer collections. The said Rajah, considering this Sunnud to be a valid instrument, will, after leaving to the Ranee of the said Thakooraee four villages for her subsistence, take possession of the remainder. In case of war he will be bound to furnish begarees and sepoys, and to pay nuzzuranah according to the statement subjoined. He will make roads in all directions around the said Thakooraee, and he will be careful not to encroach on the possessions of others. He will promote the welfare of his ryots, and pay strict obedience to the British Government, to whom he will be grateful for the favours which he has received. The duty of the ryots, on the other hand, will be to consider the Rajah as their rightful lord, and to pay their revenue punctually, and to show obedience to his authority, and to exert themselves to improve the cultivation of their lands and to augment the Rajah's resources.

Statement alluded to above.

Begarees, remitted altogether: nuzzuranah, remitted altogether. Roads to be prepared in every direction around the Thakooraee.

20th October 1815.

No. XXXII.

TRANSLATION of a SUNNUD granting the FORT of MALOWN, with its dependent villages, and two guns and ammunition, to RAJAH RAM SING of NALAGURH, —Dated 29th October 1846.

Whereas Rajah Ram Sing, the Rajah of Nalagurh, has always been firm in his attachment and devotion to the British Government, and whereas he was the only Cis-Sutlej Chief who evinced his fidelity by waiting on the Governor-General at Lushkurree Khan-ke-Seraie, on the eve of the Lahore Campaign, while the Seikh Army was crossing the Sutlej, the Fort of Malown, with its undermentioned six dependent villages, and the two 18-pounders and ammunition in the Fort are hereby granted to him by the British Government *nuslun badi nusulin* and *botunun badi botunin* (from generation to generation), on the following conditions specified in the ikrarnamah entered into by him, *viz.*—

1st.—That the Rajah binds himself and his successors to rule the people hereby transferred to his authority with justice and moderation, so that they may in no respect be sufferers by being transferred from the rule of the British Government to that of the Rajah.

2nd.—That the Rajah will recognize their right to appeal to the local British Agent against oppression or injustice.

3rd.—That he will, on pain of forfeiture of the grant, pay implicit attention to any advice or remonstrance which the British Agent may have occasion to offer on their behalf. It behoves the Rajah to consider this Sunnud a complete and valid document, and in return for this favour to remain ever firm in his loyalty towards the British Government.

1. Mouza Malown Chakran.
2. Mouza Malown Budhoo.
3. Mouza Chelan Duwuroowallah.
4. Mouza Soharghatty.
5. Mouza Malown.
6. Mouza Leig.

Dated 29th October 1846, corresponding with 10th Kartik Soodee 1903 Sumbut.

TRANSLATION of an IKRARNAMAH entered into by RAJAH RAM SING of NALAGURH, —Dated 29th October 1846.

Whereas the British Government has been pleased to grant me, under a Sunnud *nuslun badi nusulin* and *botunun badi botunin*, the Fort of Malown and its six dependent villages specified in that Sunnud, together with the two 18-pounders and the ammunition in that Fort: I do hereby execute an ikrarnamah, binding myself and my successors to the following three conditions:

1st.—I will rule the people transferred to my authority by virtue of the aforesaid Sunnud with justice and moderation, so that they may in no respect be sufferers by being transferred from the rule of the British Government to that of Hindoor.

2nd.—I will recognise their right to appeal to the local British Agent against oppression or injustice.

3rd.—I engage, on pain of forfeiture of the grant, to pay implicit obedience to any advice or remonstrance which the British Agent may have occasion to offer on their behalf.

No. XXXIII.

TRANSLATION of a SUNNUD granting the State of NALAGURH with the title of RAJAH, to RAJAH UGUR SING,—Dated the 19th January 1860.

Whereas Rajah Bejey Sing, lawful son of Rajah Ram Singh, of Nalagurh, having died, leaving no legitimate male heir of his body, the territory of Nalagurh has lapsed to the British Government, and is entirely at its disposal; but in consideration of the fidelity of Rajah Ram Sing, and of the useful services which he rendered during the Goorkha War in 1813 and 1814, the Government wishes to grant the State of Nalagurh, which was in the possession of the late Rajah, to Ugur Sing, an illegitimate son of the said late Rajah Ram Sing: Accordingly the Government hereby confers the State of Nalagurh, with the title of Rajah, upon Ugur Sing and the heirs male of his body lawfully begotten.

Be it known that Rajah Ugur Sing and his heirs shall pay to the British Treasury an annual tribute of five thousand rupees; that the Government guarantees the jaghire of the brothers of Rajah Ugur Sing; that the Rajah shall allow the free access of British subjects, Native and European, into his territory, for commerce or otherwise, and treat them on an equal footing with the subjects of his own territory; and that Government has reserved to itself the power of making roads through the Nalagurh State.

Be it further known that the grant has been made on condition of good behaviour and of service, Military and Political, at any time of general danger or disturbance.

No. XXXIV.

TRANSLATION of a SUNNUD granted to RANA SUNSAR SING for part of the THAKOORAEE of KEONTHUL,—1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Sunsar Sing, conferring on him and his heirs for ever the Pergunnahs Goolhanj and eight Pergunnahs, with the sayer collections of the same. The Rajah, considering this a valid instrument, will take possession of the said Pergunnahs, paying strict allegiance to the British Government, and will promote the welfare of his ryots, and will abstain from encroaching on the other Pergunnahs of Keonthul, and will never at any time advance a claim to the other Pergunnahs. In case of war the Rajah will join the British Force with his troops.

The duty of the ryots and of the Thakooraee on their part will be, considering Rana Sunsar Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

If the Rajah should be wanting in obedience to Government, or should fail to join with his troops in case of war, the lands conferred on him by this Sunnud will be forfeited.

6th September 1815.

No. XXXV.

TRANSLATION of a SUNNUD granted to RANA SUNSAR SING,—1815.

Whereas the Goorkhas have been completely expelled from these districts and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Governor-General, this Sunnud is granted to Rana Sunsar Sing conferring on him and his heirs for ever the Thakooraees of Bethook, Gootee, Khond, and Kyaree, which have been from of old comprehended within and subject to the Raj of Keonthul, the Ranas of which Raj have always received nuzzuranah from each. The Rana aforesaid will take nuzzuranah annually from the said Thakooraees by two instalments, in the following proportions :—

		Rs.
From	Bethook	500
„	Gootee	500
„	Khond	250
„	Kyaree	250

And the said Rana shall promote the welfare of the ryots, and shall protect the Thakoors. The Rana shall also, on requisition from the British authorities, furnish begarees and sepoys from each Thakooraee. He shall also distribute justice to all, and shall oblige the Thakoors to keep the roads in repair. And considering this a valid instrument, he will always acknowledge his obligations to the British Government, and conform to the stipulations of the Sunnud. The Thakoors will consider the Rana aforesaid to be their rightful lord, and will obey him accordingly, and pay their nuzzuranah according to the amount above stated, or, failing in the performance of these duties, they will be ejected. Let them therefore conform to these injunctions and not encroach on the possessions of others.

11th September 1815.

No. XXXVI.

TRANSLATION of a SUNNUD granting Pergunnah POONUR to RANA SUNSAR SING of KEONTHUL, under the seal and signature of CAPTAIN ROBERT ROSS, Deputy Superintendent of Sirhind and Hill States,—Dated 5th April 1823.

Whereas, by the grace of God the Goorkhas have been completely expelled from this country, and all the places of this district have come into the possession of the British Government, the Pergunnah of Poonur, which, agreeably to the Government orders of the 20th September 1816 received through General Sir David Ochterlony, was confirmed to Rana Sunsar Sing of Keonthul in perpetuity, with all the rights and appurtenances belonging thereto, is hereby annexed to the Thakooraee of Keonthul. It behoves the above-named Rana considering this Sunnud as a valid deed, to hold possession of the said Pergunnah; to abstain from encroaching upon the territories of others; to improve the condition of the people; to distribute justice to the aggrieved; to evince his unswerving attachment to the Government, by executing all its orders with promptitude and zeal; to acknowledge his obligations for this favor; to join in person the British Forces with his retainers on the occasion of a war; and not to disregard orders of Government requiring begarees from his territory in time of need. He shall consider it incumbent upon him to construct roads fit for carts to pass at such places in his territory where the Huzoor (I) may stay. Excepting the above, no tribute or nuzzuranah shall be demanded from him.

It will be the duty of the ryots of Pergunnah Poonur to consider Rana Sunsar Sing and his descendants as their rightful lord, and to obey his orders.

Dated 5th April 1823, corresponding with 22nd Rujub 1238 A.-H.

No. XXXVII.

TRANSLATION of a SANAD issued by the GOVERNOR-GENERAL conferring the TITLE of 'RAJA' on the RANA OF KEONTHAL,—1858.

Whereas, it has been learnt from the report of the Chief Commissioner of the Punjab that, actuated by a sense of loyalty and devotion towards the exalted English Government, you extended protection to and ensured the comfort of those Englishmen, who at the time of the riot and disturbance had left Simla and sought an asylum in your State; and, whereas, this fact has caused me pleasure and satisfaction. Now, therefore, by way of additional favour and concession, I hereby confer upon you the title of Raja and a Khillat, valued Rs. 1,000, and grant to you this Sanad under my hand. I feel confident that you will repay this great gift and benevolence by considering your interest and welfare to lie in rendering ever more zealously service and loyalty to the august English Government, and will recognise in this grant a source of pride and distinction for you in the eyes of your peers and contemporaries.

CANNING.

Dated the 24th July 1858.

No XXXVIII.

PERMANENT LEASE by HIS HIGHNESS RAJA BALBIR SEN of KEONTHAL in favor of the SECRETARY OF STATE FOR INDIA in Council, through the Deputy Commissioner of Simla,—1884.

Whereas under a correspondence ending with an endorsement No. 2453, dated 29th September 1884, from the Commissioner and Superintendent of the Umballa Division, the British Government in India is, for the purposes of convenience and better conservancy, desirous of extending the municipal limits of Simla to a tract of land now covered by the dwelling houses of Europeans in the pargana of Kasumti, and in my territory, I, Balbir Sen, the present Raja of Keonthal, do hereby, on my own behalf and that of my successors, lease and surrender the said tract to the British Government in perpetuity on the following conditions, *viz.*—

1. The territory ceded comprises an area of 49*a.* 1*p.* 24*yds.* (British acres) more or less, and is included within boundary pillars numbered consecutively.

2. A plan* accompanies this lease showing the pillars, their distances apart and their bearings backward and forward from true north. It also shows whether the line between pillars is indicated by a vertical drop line, the hill contour, or a road, as the case may be.

3. In lieu of the area transferred on perpetual lease, the British Government shall pay to me or my successors an annual quit-rent of Rs. 3,500 (three thousand

*Not reproduced.

five hundred) in moities. These moities shall become payable half-yearly in advance on the 1st of January and 1st of July respectively.

4. This lease is terminable at the will of the British Government, but not so at the will of the ruling Raja of Keonthal, except in default of payment of rent exceeding a period of one year, who hereby, and in consideration of the quit-rent above specified, transfers all and every jurisdiction in the land tract to the British Government.

5. The quit-rent above specified includes compensation to the Keonthal State for the loss of the following revenues :—(1) Ground-rent now levied by the Raja, (2) excise, (3) revenue from law and justice, (4) miscellaneous grazing fees, &c. As it is necessary in the interests of the perpetual lessees that the excise revenue of the leased tract shall be in future secured to them, I hereby bind myself and my successors not to locate or permit location of a still for liquor, or a liquor or drug shop within a nearer distance of the boundary than my capital of Junga, which is situated five miles, more or less, from Kasumti.

6. As the primary reason for the lease is the better sanitation of the municipal town of Simla, I finally pledge myself not to permit an extension of the habitation known as the Kasumti Bazaar, or to permit the construction of any new buildings or dwellings within a mile of municipal limits without the consent first obtained of the Deputy Commissioner for the time being. A failure on my part to conform to this condition shall involve such penalty as the lessees shall deem just to impose on me.

SIMLA,
24th October 1884.

C. BEADON,
Deputy Commissioner.

7 *P.S.*—The Municipal Committee of Simla are under no pretence whatever to exercise authority beyond the boundaries as now laid down.

8. This lease to run from the 1st January 1885.

No. XXXIX.

DEED of CESSION of JURISDICTION by the RAJA OF KEONTHAL to the BRITISH GOVERNMENT over the lands in the State occupied by the KALKA-SIMLA RAILWAY,—1901.

We (1) Rana Bijay Sen, Raja of the Keonthal State ; (2) W. C. Renouf, I.C.S., Deputy Commissioner, Simla, in charge of the Keonthal State until Raja Bijay Sen is granted full powers by the Supreme Government ; and (3) Mian Durga Singh, Manager of the Keonthal State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Simla-Kalka Railway (in-

cluding all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

BIJAY SEN,
Raja of the Keonthal State.

31st July 1901.

W. C. RENOUF,
Deputy Commissioner, Simla.

31st July 1901.

DURGA SINGH,
Manager, Keonthal State.

3rd August 1901.

No. XL.

TRANSLATION of a SUNNUD granted to RANA JUGGUT SING of BAGHUL, dated 3rd September 1815.

Whereas the Goorkhas have been completely expelled from these districts and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Juggut Sing, conferring on him and his heirs for ever the Thakooraee of Baghul, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rana Juggut Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon; and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Rana Juggut Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Rana Juggut Sing as their rightful lord, to obey him accordingly, and pay the revenues regularly.

Detail.

Hundred begarees with Captain Ross at Subathoo; and in case of a war joining the British troops with his forces; and making roads 12 feet broad throughout his Thakooraee. Nuzzuranah remitted.

No. XLI.

SANAD granted to RANA KISHEN SINGH of BAGHAL,—1875.

On the recommendation of the Lieutenant-Governor of the Punjab and in consideration of the faithful services rendered by your family to the British Government, I hereby confer upon you and your heirs and successors in the Chiefship of Baghal the title of "Raja" on condition of faithful allegiance to Her Majesty the Queen.

NORTHBROOK,
Viceroy and Governor-General of India.

FORT WILLIAM;
The 12th March 1875.

No. XLII.

TRANSLATION of a SUNNUD granting THAKOORAEE JOOBUL to RANA POORUN CHUND of JOOBUL, under the Seal and Signature of CAPTAIN ROSS, dated 18th November 1815.

Whereas, on the expulsion of the Goorkhas, the whole of the hill territory has come into the possession of the British Government, this Sunnud agreeably to the orders of the Right Honorable the Governor-General, Lord Moira, received through General Sir David Ochterlony, is granted to Rana Poorun Chund, conferring upon him Thakooraee and Territory of Joobul, of which he shall hold possession in perpetuity, in the same manner as he did during the time of the Goorkhas. He shall exert himself to serve the Government in the following manner :—

1st.—He shall employ seventy begarees in the constant service of Government throughout the year.

2nd.—No nuzzuranah shall be taken from him.

3rd.—The armed retainers of Joobul shall join the British Force on the occasion of a war, and shall not serve any other power.

Begarees shall be supplied when required for the construction of roads.

Dated 3rd Ughan 1872 Sumbhut, corresponding with 18th November 1815.

No. XLIII.

SANAD granted to RANA BHAGAT CHAND of JUBBAL STATE,—1918.

I hereby confer upon you the title of Raja as an hereditary distinction.

CHELMSFORD,
Viceroy and Governor-General of India.

DELHI;
The 1st January 1918.

No. XLIV.

TRANSLATION of a SUNNUD granted to MOHINDER SING,—1815.

Whereas the Goorkhas have been completely expelled from these districts and all the hill country has come into the possession of the British Government; and whereas, in consequence of Mohinder Sing's having failed to join the British forces during the war with the Goorkhas the whole country of Bughaut is entirely forfeited to the British Government, that Government, of which magnanimity is the characteristic feature, is pleased, as an act of pure favour and grace, to grant anew to Mohinder Sing the Pergunnahs Kusowlee, Boohuj, Bowal, and Golee Masil, being four Pergunnahs of Bughaut which were forfeited along with the rest. Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is given, conferring the four Pergunnahs aforesaid on Mohinder Sing and his heirs for ever. It is necessary therefore that he should reside at Dhurum Poorah and take possession of the said Pergunnahs, promoting the welfare of the ryots and dispensing justice to all. He must beware not to encroach beyond the ancient and fixed boundaries of the four Pergunnahs aforesaid on any of the other Pergunnahs of Bughaut, and he must never lay claim to any of the other Pergunnahs, or to the produce of the sayer collections of Bughaut, amounting to 1,300 rupees, which has been given to Maha Rajah Kurrum Sing. He must pay allegiance to the British Government, and in case of war must join the British troops with such a force as he is able to collect. He must moreover keep always twenty begarees with the Officer at Subathoo.

If at any time he shall depart from these engagements, he will be immediately dispossessed of the lands in question. The ryots of the said lands must, on their part, consider Mohinder Sing to be the rightful lord of the territory, and pay their revenue punctually, and show due deference to his just authority.

Dated 4th September 1815.

No. XLV.

SUNNUD granted to DULLEEP SING of BUGHAT, dated 31st January 1862.

On the death of Beeja Sing, the last Chief of Bughat, without issue, the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Omeid Sing, cousin of Beeja Sing, and his descendants, on certain conditions; Omeid Sing died before this intention could be fulfilled, and I now hereby confer on you, his legitimate son, and on the heirs of your body in perpetuity, the estate of Bughat, subject to the following conditions :—

1st.—The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000.

2nd.—So much of the estate of Bughat (including the lands at present owned by Major-General Innes) as now yields a gross revenue of 2,500 rupees a year, shall be retained in perpetuity by the British Government in payment of this tribute.

3rd.—The remainder of the estate shall be free from payment of tribute.

Be assured that so long as you and your successors remain loyal to the British Crown and faithful in the discharge of your obligations to the British Government the estate of Bughat shall remain to your house a perpetual possession.

No. XLVI.

SUNNUD granted to DULEEP SING of BUGHAT,—1864.

On the death of Beejah Sing, the last Chief of Bughat, without issue, the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Oomeid Sing, cousin of Beejah Sing, and his descendants on certain conditions. Oomeid Sing died before this intention could be fulfilled, and I now hereby confer on you, his legitimate son, and on the heirs of your body in perpetuity the estate of Bughat, subject to the following conditions :—

ARTICLE 1.

The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000.

ARTICLE 2.

So much of the estate of Bughat as has been acquired by Major-General Innes and is assessed at Rupees 1,002-15 a year shall be retained in perpetuity by the British Government in payment of so much of the tribute, and the remainder of the tribute, *viz.*, Rupees 997-1, shall be annually paid by the Chief of Bughat in cash to the British Government.

ARTICLE 3.

The Chief of Bughat shall respect the revenue settlements which were made, and the rights of the under-tenants which were recognised, by the British Government while the estate of Bughat was under its administration.

Be assured that so long as you and your successors remain loyal to the British Crown and faithful in the discharge of your obligations to the British Government the estate of Bughat shall remain to your House a perpetual possession.

JOHN LAWRENCE.

Dated 18th July 1864.

No. XLVII.

DEED of CESSION of JURISDICTION by the RANA of BAGHAT to the BRITISH GOVERNMENT over the lands in the State occupied by the KALKA-SIMLA RAILWAY,—1901.

I, Rana Dalip Singh, C.I.E., Rana of the Baghat State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Simla-Kalka Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

R. DALIP SINGH, C.I.E.,
Rana of Baghat.

SOLON ;
31st July 1901.

No. XLVIII.

SANAD granted to RANA DURGA SINGH, RANA of BAGHAT, Simla Hill States, PUNJAB,—1928.

I hereby confer upon you the title of Raja as a hereditary distinction.

IRWIN,
Viceroy and Governor-General of India.

SIMLA ;
The 4th June 1928.

No. XLIX.

TRANSLATION of a SUNNUD granting THAKOORAEE KOMHARSEIN to RANA KHER SING, under the Seal and Signature of GENERAL SIR DAVID OCHTERLONY, dated 7th February 1816.

Whereas the Goorkhas have been completely expelled from the Hill States and the whole of the hill country has come into the possession of the British Government: this Sunnud is, by order of the Right Honorable the Governor-General, Lord Moira, granted under my seal and signature to the aforesaid Rana, conferring upon him in perpetuity Thakooraee Komharsein with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated

nuzzuranah for defraying the expenses of protection by the British Troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rana will exert himself with zeal to promote the welfare of his ryots, to improve the cultivation of the lands, and to secure the safety of the roads, and ensure the due payment of his nuzzuranah for defraying the expenses of the troops protecting the hill country; and will be ready to appear in person when required, with begarees and armed retainers as set forth below, and will pay strict obedience to the British Government, and abstain from encroaching upon the lands of others. If at any time he shall fail in the performance of any of the above conditions he will incur the displeasure of Government, and be dispossessed of the grant. Considering this Sunnud as a valid instrument, he will conform to its terms in the administration of the affairs of his territory.

It will be the duty of the ryots of the aforesaid Thakooraee to consider the said Rana, and after him his descendants, as their rightful lord, to pay their revenue punctually; to show obedience to his authority, and not to swerve from obedience to his reasonable orders.

Detail.

Forty begarees to be supplied * throughout the year for the service of the Government.

He shall serve the Government in person with all his retainers on the occasion of war.

He shall construct in his territory roads 4 yards wide.

No nuzzuranah shall be taken.

Dated 7th February 1816.

* The Sanad of 1810 prescribes that the Rs. 2,000 a year in lieu of these begarees shall be paid in the following instalments :—

	Rs.	A.	P.
In April	666	10	8
In August	666	10	8
In December	666	10	8

No. L.

TRANSLATION of a SUNNUD granted to ROODER PAUL of BUDJEE, dated 4th September 1815.

Whereas the Goorkhas have been completely expelled from these districts and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rooder Paul, conferring on him and his heirs for ever

the Thakooraee of Budjee, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rooder Paul will promote the welfare of his ryots, and the cultivation of the lands and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits; and if at any time the said Rooder Paul fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Rooder Paul as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Forty begarees at Subathoo; to join with his force in case of war; to keep up roads throughout the Thakooraee. Nuzzuranah remitted.

No. LI.

TRANSLATION of a SUNNUD granting THAKOORAEE BUDJEE to RANA RUN BAHADOOR SING, CHIEF of BUDJEE, dated 10th July 1845.

Whereas, on the 27th Kartick 1899 Sumbut, corresponding with 10th November 1841, Thakoor Rooder Paul, Chief of Budjee, of his own accord and free will, made over the administration of the affairs of Budjee to his son Rana Run Bahadoor Sing, and whereas a copy of a letter from the said Thakoor was transmitted in a report, No. 16, to Mr. Maddock, the Chief Secretary, for the orders of the Right Honorable the Governor-General, Lord Ellenborough, to which a reply, dated 12th November 1841, No. 1106, under the signature of the said Secretary, was received, granting the prayer of Thakoor Rooder Paul: This sunnud is granted to Rana Run Bahadoor Sing, conferring upon him in perpetuity the said Thakooraee, with all the rights and appurtenances belonging thereto, on the condition that he shall pay year after year, Fusul after Fusul, a nuzzuranah of one thousand four hundred and forty rupees in lieu of begarees, and that he shall, when required, appear in person with begarees and retainers as detailed below. It behoves him to promote the welfare of the people; to improve the cultivation; to secure the safety of the roads; to pay annually by instalments the fixed nuzzuranah; to appear in person with begarees and armed retainers when required; to show obedience to the British Officers; to abstain from encroaching on the territories of others; to obey the usual orders in respect to the supply of begarees and retainers from his ilaqua in time of need: and to consider himself bound to construct roads throughout his territory.

It will be the duty of the ryots of the said Thakooraee to consider Rana Run Bahadoor Sing as their rightful lord for ever, and not swerve from obedience to his orders.

Detail.

An annual nuzzuranah of one thousand four hundred and forty rupees to be paid by him by instalments.

On the occasion of a war he shall join the British Officers in person with all his retainers.

He shall construct roads 4 yards broad in his territory.

Dated 10th July 1845, corresponding with 4th Rujjub 1261 A. H., and 9th Assar 1902 Sumbut.

No. LII.

TRANSLATION of a SUNNUD granted to THAKOOR SUNSAROO of MYLOG, dated 4th September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Sunsaroo, conferring on him and his heirs for ever the Thakooraee of Mylog, with all the rights and appurtenances belonging thereto on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops; and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Thakoor Sunsaroo will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Sunsaroo fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms; the duty of the ryots of the Thakooraee, on their part will be, considering Thakoor Sunsaroo as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Forty begarees; nuzzuranah remitted; to keep up roads; to join with his troops in case of war.

No. LIII.

TRANSLATION of a SUNNUD granted to THAKOOR JOOG RAJ of BULSUN, dated 21st September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Joog Raj conferring on him and his heirs for ever the Thakooraee of Bulsun, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expenses of protection by the British troops, and of his attending with begarees and sepoys as specified below, in case of his being so required. The said Thakoor Joog Raj will promote the welfare of his ryots and the cultivation of the lands, and look to the security of the roads and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, detailed below, when called upon, and will pay strict obedience to the British Government and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Joog Raj fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms; the duty of the ryots of the Thakooraee, on their part, will be, considering Thakoor Joog Raj as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Thirty begarees at Subathoo; to attend with his force in case of war. Roads 12 feet broad. Nuzzuranah remitted.

No. LIV.

TRANSLATION of a SANAD granted to the CHIEF OF BALSAN conferring upon him the title of "Rana,"—1858.

Whereas it has come to my knowledge from a report of the Hon'ble the Chief Commissioner, Punjab, that you have zealously protected and served the English refugees from Simla in your territory, by way of demonstrating your loyalty and good will towards the exalted English Government.

Now, therefore, I hereby confer upon you under my hand, as a further mark of favour, the title of "Rana" along with a *Khillat* of Rs. 1,000 only.

I have no doubt that in consideration of this valuable gift and generous boon, you will ever consider it to your interest and welfare to render faithful service to the august English Government and will cherish this *Sanad* as means of pride and distinction among the ranks of your equals and peers.

CANNING.

Dated the 24th July 1858.

No LV.

TRANSLATION of a SUNNUD granted to GOBURDHUN SING of DHAMEE, dated 4th September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Goburdhun Sing, conferring on him and his heirs for ever the Thakooraee of Dhamee with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Goburdhun Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon ; and will pay strict obedience to the British Government and abstain from encroaching beyond his own limits And if at any time the said Goburdhun Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee on their part, will be, considering Goburdhun Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Twenty begarees at Subathoo : to make roads 12 feet broad ; nuzzuranah remitted ; to join in case of war with troops.

No. LVI.

TRANSLATION of a SUNNUD granted to RANA BHOOP SING of KOTHAR, dated 3rd September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Bhoop Sing, conferring on him and his heirs for ever the Thakooraee of Kothar, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required The said Rana Bhoop Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment

of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon; and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Rana Bhoop Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Rana Bhoop Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Forty begarees, and making roads throughout the Thakooraee: and in case of war, joining the British troops with his whole force.

Nuzzuranah altogether remitted.

No. LVII.

TRANSLATION of a SUNNUD granted to THAKOOR ROY MUNGREE DEO of KOONHIAR,—1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Roy Mungree Deo, conferring on him and his heirs for ever the Thakooraee of Koonhiar, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Thakoor Roy Mungree Deo will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Roy Mungree Deo fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Thakoor Roy Mungree Deo as their rightful lord, to obey him accordingly, and pay the revenues regularly.

Detail.

Five begarees; roads, 12 feet; nuzzuranah remitted; to join with troops.

No. LVIII.

TRANSLATION of a SUNNUD granting THAKOORAEE MANGUL to RANA BAHADOOR SING of MANGUL, under the seal and signature of CAPTAIN ROBERT ROSS, DEPUTY SUPERINTENDENT of SIRHIND and HILL STATES, dated 20th December 1815.

Whereas, on the expulsion of the Goorkhas from the hill country, all these districts have come into the possession of the British Government, this Sunnud is granted to Rana Bahadoor Sing according to the orders of the Right Honorable the Governor-General, Lord Moira, received through General Sir David Ochterlony, conferring upon him Thakooraee Mangul. He shall hold possession of it in perpetuity in the same manner as he did during the time of the Goorkhas, and abide by the following terms, *viz.* :—

1st.—He shall supply begarees for the constant service of Government throughout the year.

2nd.—Nuzzuranah and Mamela should not be taken from him.

3rd.—On the occasion of war he shall join the British Army with his retainers.

4th.—He shall, on requisition, supply begarees from his Ilaqua for the construction of roads, and execute orders of the British authorities with zeal and alacrity.

Dated 20th December 1815, corresponding with 6th Poos 1872 Sumbut.

No. LIX.

TRANSLATION of a SUNNUD granted to MAUN CHUND of BEEJAH, dated 4th September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Maun Chund, conferring on him and his heirs for ever the Thakooraee of Beejah, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys as specified below, in case of his being so required. The said Maun Chund will promote the welfare of his ryots, and cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Maun Chund fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud

as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Maun Chund as their rightful lord, to obey him accordingly, and pay the revenues regularly.

Detail.

Five begarees; roads; nuzzuranah remitted; to join with troops in case of war.

No. LX.

TRANSLATION of a SUNNUD granting THAKOORAEE DURKOTEE to RANA SUTES RAM under the seal and signature of CAPTAIN ROBERT ROSS, dated 10th Ughan 1872 Sumbut,—1815.

Whereas all the Ranas of the hill country and its neighbourhood are under the rule of the British Government, and also the Thakoor of Durkotee is subject thereto, Captain Ross directs that Rana Sutes Ram of Durkotee shall always be under the control of the British Government, and shall not place himself under the authority of any other power. Other Ranas shall have no concern with Durkotee, and shall not dispute in any wise the right of the said Rana Sutes.

No. LXI.

TRANSLATION of a SUNNUD conferring THAKOORAEE TUROCH upon THAKOOR JHOOBOO, son of THAKOOR LUGOOCHUND, under the seal and signature of CAPTAIN ROSS, dated 31st January 1819.

Whereas the Goorkhas have been completely expelled from the Hill States and the whole of the hill country has come into the possession of the British Government, and whereas the aforesaid Rana being absent on the occasion of the settlement which was ordered by the Right Honorable the Governor-General, Lord Moira, to be made in the Hill Territories, the grant of a Sunnud for Thakooraee Turoch to the said Rana was delayed: Now from the commencement of the year 1819, corresponding with 1234 A.H. and 1875 Sumbut, the abovenamed Rana being present, this Sunnud is granted to him under my seal and signature, conferring upon him in perpetuity Thakooraee Turoch, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and retainers, as set forth below, in case of his being so required, and of obedience to the British Government. It behoves him to exert himself in the administration of the affairs of his possessions; to consider himself a dependent of the Government, and not of any other power; to abstain from

encroaching upon the territories of others; to promote the welfare of the people; to improve the cultivation of the land; and to secure the safety of the roads. If at any time he fail in the performance of any of the above conditions he shall be dispossessed of the grant. Considering this Sunnud as a valid instrument, he will conform to the foregoing conditions in the administration of the affairs of his territory. It will be the duty of the ryots of the said Thakooraee to regard the aforesaid Rana and his descendants as their rightful lord, to obey him accordingly, and pay the revenues regularly.

Detail.

Eight begarees to remain in attendance throughout the year.

No nuzzuranah shall be taken.

He shall construct roads throughout his territory.

He shall join the British Officers in person with his armed retainers and begarees on the occasion of war.

Dated 31st January 1819, corresponding with 1st Rubbeeoossanee 1234 A.H.

No. LXII.

TRANSLATION of an AGREEMENT taken from RUNJEET SING to govern the TUROCH STATE in justice and in equity,—1843.

Whereas it having pleased the Right Honorable the Governor-General of India to confer upon me the grant of the Thakooraee of the territory of Turoch; I, Runjeet Sing, son of Thakoor Kurrum Sing of Turoch deceased, do bind myself, my heirs and successors, to perform truly, diligently, and faithfully the whole of the several conditions specified in this agreement, *viz.*:—

1st.—That I will punctually pay into the Government Treasury the amount of tribute as heretofore.

2nd.—That I will without excuse or objection pay to Seyam Sing, pending further orders, the annual sum of five hundred Rupees allotted to Jhooboo and Seyam Sing by Government.

3rd.—That I will abolish the practice which hitherto prevailed of levying a fine from both parties in a suit after adjustment; and that the said practice shall only affect the guilty party in future.

4th.—I agree to discontinue the practice which has hitherto prevailed in Turoch, of wantonly dispossessing a subject of his patrimonial inheritance in land, and giving it to another in consideration of a nuzzuranah. Such an evil custom shall have no support from me.

5th.—I shall not adopt, nor permit, the improper practice which has prevailed in cases where a woman having been seduced and taken to the house of her seducer, the husband or plaintiff on suing for the recovery of the marriage portion or expenses does not receive justice, as the money in question is seized by the Chiefs and his followers. I shall do justice to all parties.

6th.—The practice which obtained of the Chieftain seizing entirely upon the goods and chattels of any of his subjects who may die without issue, thus leaving the widow and mother of the deceased destitute and without assistance, shall be henceforth put a stop to. I shall leave all the deceased's property whether in cash or kind for the maintenance of his mother and widow, to whom I will also extend my protection.

7th.—I will exterminate from Turoch the objectionable practice of female infanticide and punish severely all cases that may occur.

8th.—No suttees shall be permitted throughout the Turoch territory.

9th.—No dealings in slaves shall be permitted.

10th.—I further bind myself, my heirs and successors, to preserve the inhabitants in peace and contentment, avoiding all oppression and tyranny and preventing it in others. On the contrary I shall govern with justice and equity, and continue steadfast in my allegiance and loyalty to the British Government, and since it has pleased the Government to bestow the succession on me, I shall commit no act of injustice; but will cheerfully comply with all orders that may be conveyed to me, and lastly, I bind myself, my heirs and successors, to observe inviolate for ever the whole of the several conditions herein specified, in the fulfilment and performance of which there shall be no falling off whatsoever. In witness whereof I have hereunto set my hand and seal this 12th day of April 1843.

No. LXIII.

TRANSLATION of a SUNNUD granting THAKOORAEE TUROCH to THAKOOR RUNJEET SING, son of THAKOOR KURM SING, under the seal and signature of the HONORABLE JOHN ERSKINE, Sub-Commissioner and Superintendent of the N.-W. Frontier, dated 27th June 1843.

Whereas in terms of a letter from Mr. Secretary Hamilton, No. 2, dated 6th July 1843, and also of paragraphs 38 to 40 of a letter from the Honorable Court of Directors, No. 15, dated 31st August 1842, Thakooraee Turoch was granted to the above Thakoor, this Sunnud is now given to him under my seal and signature, conferring upon him in perpetuity the aforesaid Thakooraee, with all the rights and appurtenances belonging thereto. It behoves him to consider himself a dependent of the British Government, and not of any other power; to promote the welfare of the people; to improve the cultivation of the lands; to look to the security of roads; to construct roads in his Ilaqua; to appear in person with begarees and armed retainers according to his means when required; to pay annually by three instalments two hundred and eighty-eight Rupees, which have hitherto been paid into the Government Treasury, and also to pay by instalments an annual sum of two hundred and fifty Rupees, on account of Sheam Sing, a former Thakoor of Turoch; and not to deviate from the terms of the agreement which is on record in this office regarding the settlement of Thakooraee Turoch and the protection and safety of the people.

It will be the duty of the ryots of the said Thakooraee to consider him and, after him, his descendants as their rightful lord, to pay their revenue punctually, to be obedient to him, and not to refuse to execute his reasonable orders.

No. LXIV.

TRANSLATION of a SUNNUD conferring the THAKOORAI of SANGRI and the fort of KANGUL with the Pergunna of Cheekul upon RAJA BIKERMAJEET of KULLOO,—16th December 1815.

Whereas the Goorkhas have been completely expelled from the hill district, and all the places of this district have come into the possession of the British Government, and whereas the fort of Kangul with the Pergunnah of Cheekul and the Thakoorai of Sangri was during the time of the Goorkhas held by the Raja of Kulloo, therefore now, agreeably to the order of the Right Hon'ble Lord Moira, the Governor General, to General Sir David Ochterlony, the Fort of Kangul with the Pergunnah of Cheekul and the Thakoorai of Sangri with all the rights and appurtenances belonging thereto is conferred upon Raja Bikermajeet of Kulloo. It behoves the said Raja to consider this Sunnud as a valid instrument, to hold possession of the fort of Kangul, the Pergunnah of Cheekul, and the Thakoorai of Sangri, to abstain himself from encroaching beyond his own old limits in the possession of others, to improve the condition of the people, to distribute justice to the aggrieved, to obey the officers of the Company Bahadur, and to execute their orders with promptitude and zeal. On the occasion of a war, the troops and begarees of the Raja of Kulloo should be in attendance for the purpose of performing the work of Government. He shall consider it incumbent upon him to construct roads in all directions of the said Talooka, Pergunnah and Thakoorai whenever he is required to do so by the officers of the Company.

It will be the duty of the ryots of the Pergunnah of Cheekul and the Thakoorai of Sangri to regard Raja Bikermajeet as their rightful lord, and leave nothing undone of their duty to him.

No. LXV.

SANAD granted to MIAN HIRA SINGH of SANGRI, Punjab,—1887.

I hereby confer upon you the title of Rai as a hereditary distinction.

DUFFERIN,

Viceroy and Governor-General of India.

SIMLA;

25th July 1887.

No. LXVI.

SUNNUD conferring FIEF of MUMDOTE upon NAWAB JELLAL-OOD-DEEN,—1864.

Having taken into consideration the position of yourself and relatives in consequence of the death of your late brother, Nawab Jumal-ood-deen, I hereby confer on you the fief of Mumdote and the title of Nawab, with succession to your male issue according to the rules of primogeniture.

This grant is subject to the following conditions :—

ARTICLE 1.

You and your successors in the fief must provide a reasonable maintenance for your relations, the descendants of yourself and Jumal-ood-deen.

ARTICLE 2.

You will exercise no magisterial authority within the fief, nor will you interfere in the management of the estate. You will behave properly to the proprietos and cultivators, so far as you may have intercourse with them.

ARTICLE 3.

	Annually. Rs.
1. Beebee Rance, widow of Kootub-ood-deen and mother of Jumal-ood-deen and Jellal-ood-deen	1,200
2. Booboo Taleb, widow of Kootub-ood-deen, a step-mother of the above . .	600
3. Parsa Begum, widow of the late Nawab and mother of his children	1,200
4. Mussumat Tajan, widow of the late Nawab (has no children)	600
5. Booboo Shah, daughter of Kootub-ood-deen and sister of the late Nawab . .	1,200
TOTAL .	4,800
6. Khan Bahadoor 6,000 } Sons of the late Nawab	
7. Mahomed Khan 4,000 }	10,000
TOTAL	14,800

You will not interfere with the pensions of the parties named in the margin, which will be paid through Officers of the British Government; but you will receive the benefit of all lapses or reductions in pensions to the issue of present incumbents, which may be sanctioned by the Governor-General of India in Council.

ARTICLE 4.

The Government demands on the fief of Mumdote are fixed at one-third the income of the estate, in lieu of all claim for expenses of management, commutation for service, police charges, and the like; to commence from the beginning of the next Fuslee year.

ARTICLE 5.

You will at all times conduct yourself as a good and faithful subject of the British Crown, and will, when required, render service to the satisfaction of the British Government.

Be assured that so long as the above conditions are fully and faithfully fulfilled the fief of Mumdote will remain to yourself and your male issue a perpetual possession.

JOHN LAWRENCE.

The 5th December 1854.

No. LXVII.

ADOPTION SUNNUD granted to SIRDAR SHAMSHERE SING SINDHANWALLA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

A similar Sanad of the same date was granted to Raja Tej Singh of Sialkot.

No. LXVIII.

DRAFT SANAD No. 1.

For use when no instrument has been executed under Section 8 (1) (b) of the Punjab Laws Act as amended by the Punjab Descent of Jagirs Act, but the terms of the original grant ensure impartibility.

The Governor-General in Council, being desirous of recognizing the loyalty and good services of your family, is pleased to inform you that, on failure of heirs

entitled to succeed to your perpetual jagir under the terms of the grant and the general orders of Government, he will recognize as successor thereto any person approved by the Local Government—

[*In a Muhammadan family.*]	[*In a Hindu family.*]
who may be selected by yourself or by any successor to your perpetual jagir and whose succession to ordinary property in your family would not be contrary to the custom or law governing succession thereto.	who may be adopted by yourself or by any successor to your perpetual jagir in accordance with the custom of your family.

Your successor will hold the jagir subject to the provisions of Section 8A of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, but in all other respects, he will hold it on the same terms and subject to the same conditions as those on which you have hitherto held it.

DRAFT SANAD NO. 2.

For use when no instrument has been executed under Section 8 (1) (b) of the Punjab Laws Act as amended by the Punjab Descent of Jagirs Act, but a declaration has been made under the Act.

The Governor-General in Council, being desirous of recognizing the loyalty and good services of your family, is pleased to inform you that on failure of heirs entitled to succeed to your perpetual jagir under the rule of descent declared under Section 8 (1) of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, he will recognize as successor thereto any person approved by the Local Government—

[*In a Muhammadan family.*]	[*In a Hindu family.*]
who may be selected by yourself or by any successor to your perpetual jagir and whose succession to ordinary property in your family would not be contrary to the custom or law governing succession thereto.	who may be adopted by yourself or by any successor to your perpetual jagir in accordance with the custom of your family.

Your successor will hold the jagir subject to the provisions of Section 8A of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, but in all other respects he will hold it on the same terms and subject to the same conditions as those on which you hold it.

Draft Sanad No. 3.

For use when an instrument is executed under Section (8) (1) (b) of the Punjab Laws Act as amended by the Descent of Jagirs Act, and a declaration has been made under Section 8 (1) of the Act.

The Governor-General in Council, being desirous of recognizing the loyalty and good services of your family, is pleased to inform you that on failure of heirs entitled to succeed to your perpetual jagir under the rule of descent declared under Section 8 (1) of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, he will recognize as successor thereto any person approved by the Local Government—

[*In a Muhammadan family.*]

who may be selected by yourself or by any successor to your perpetual jagir and whose succession to ordinary property in your family would not be contrary to the custom or law governing succession thereto.

[*In a Hindu Family.*]

who may be adopted by yourself or by any successor to your perpetual jagir in accordance with the custom of your family.

Henceforward the jagir shall be inheritable only in accordance with the terms of the instrument by which you have accepted the rule of primogeniture and subject to the provisions of Section 8A of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, but in all other respects your successor will hold it on the same terms and subject to the same conditions as those on which you have hitherto held it.

PART II.

Treaties, Engagements and Sanads

relating to the

States

in Political Relations with the

Government of India

through the

Agent to the Governor-General, Punjab States.

THE establishment of the British power in the cis-Sutlej States dates from the Treaty of 1809 with Ranjit Singh (*see* Part I, Punjab, No. 11) by which he engaged neither to commit nor suffer any encroachments on the possessions or rights of the Chiefs on the left bank of the Sutlej. In May 1809 a Proclamation (No. I) was issued, extending the protection of the British Government to the Chiefs of Sirhind and Malwa without demand of tribute; requiring service in time of war; and defining generally the relation of the protected States to the British Government. The general scope of the proclamation of 1809 was to establish the Chiefs in the States they held before they were received under British protection. Relieved of their fear of Ranjit Singh, however, the stronger Chiefs began to encroach on the weaker: and in August 1811 it was found necessary to issue a second Proclamation (No. II), directing the restoration of such usurped Estates, and prohibiting such encroachments.

After the first Sikh war, the relations of the British Government with the Chiefs of the cis-Sutlej States were entirely changed. With the exception of nine of the larger States,* all the Chiefs were deprived

* Patiala, Jind, Nabha, Kalsia, Maler Kotla, Faridkot, Mamdot, Dialgarh, Raikot.

of their sovereign powers and, in lieu of the military service which they were bound to render, they were required to pay a commutation tax fixed at the rate of two annas in the rupee or $12\frac{1}{2}$ per cent. on their income. The States of Dialgarh and Raikot have since lapsed to the British Government, and the Chief of Mamdot has been reduced to the position of a jagirdar (*see* Part I, Punjab).

Of the territory taken under protection in 1809, lands assessed at Rs. 4,97,485 lapsed in 1891 to the British Government from failure of heirs, and lands assessed at Rs. 8,90,477 were confiscated. Out of the territory thus acquired, jagirs worth Rs. 75,961 were granted.

In November 1921 the following States were brought into direct relations with the Government of India, through the Agent to the Governor-General, Punjab States. The serial number placed before each shows the order in which they are noticed in the narrative, which follows the provincial order of precedence:

(2) Bahawalpur.
(13) Loharu.
Cis-Sutlej States:
(1) Patiala.
(3) Jind.
(4) Nabha.
(9) Maler Kotla.
(10) Faridkot.

Trans-Sutlej States:
(5) Kapurthala.
(7) *Mandi.
(11) Chamba.
(12) Suket.
Punjab Hill States:
(6) *Sirmur.
(8) Bilaspur.

The remaining States in the Punjab continued, as before, under the Punjab Government.

1. Patiala.

Patiala is the largest of the Sikh States. The Maharaja belongs to the Sidhu Jat tribe of Sikhs. Chaudhri Phul, who founded a village, in Nabha territory, called after his name, obtained from the Emperor Shah Jahan a *farman* confirming the *chaudhriyat* which had been conferred on his ancestor Bariam by the Emperor Babar after the battle of Panipat in 1526. Phul, who died in 1652, had six sons, of whom the two elder, Tiloka and Rama, became founders of a dynasty of princes, the Maharajas of Jind and Nabha being descended from the former, and the Maharaja of Patiala from the latter. These three States are known as the Phulkian States. Rama's descendant Sardar Ala Singh founded the city of Patiala and in 1762 received the title of Raja from Ahmad Shah Abdali. He died in 1765. In 1767 his successor Amar Singh obtained from Ahmad Shah Abdali the title of Raja-i-Rajagan Bahadur. He died in 1781.

* Sirmur and Mandi are equal in rank and take precedence according to the relative seniority for the time being of their respective Chiefs, calculated from the date of installation in each case.

Relations between the British Government and Patiala appear to have begun in 1808 with Raja Sahib Singh's overtures for protection and the British Envoy's visit to Patiala in August of that year, from which, however, no definite results followed. But in February 1809 the Chief welcomed Colonel Ochterlony and his troops at Patiala. Two years afterwards the misgovernment of the State, due to Sahib Singh's imbecility, compelled Colonel Ochterlony to interfere: and, at the invitation of Sahib Singh and the Rajas of Nabha and Jind, he visited Patiala in January 1811. The British Government, however, declined any active interference. Matters, nevertheless, grew so bad that it became necessary to modify this decision: and in April 1812 Colonel Ochterlony was again sent to Patiala, where he established Rani Aus Kour as Regent. On Sahib Singh's death in 1813, the British Government withdrew from interference: and Karam Singh was installed as his successor.

During the Nepal War Karam Singh aided the British Government with troops: and on the conclusion of the war Sanads (Nos. III and IV) were granted to him, conferring on him portions of the Keonthal and Baghat States, yielding a revenue of Rs. 35,000, in return for a payment of two lakhs and eighty thousand rupees.

In 1823 the British Government again interfered in the internal affairs of Patiala, to support Karam Singh against Rani Aus Kour.

In 1827 the Maharaja lent the British Government 20 lakhs of rupees.

In 1830 the hill territory of Simla was obtained from Patiala in exchange for three villages in pargana Bharauli.

In 1839 the Maharaja advanced to the British Government 25 lakhs of rupees for the first Afghan War and 5 lakhs in connection with the second Afghan War in 1842.

Karam Singh died in 1845 and was succeeded by his son Narendar Singh. Both he and his father rendered services to the British Government during the winter of 1845-46, when the Khalsa army invaded the cis-Sutlej territories. After the campaign Narendar Singh obtained, as a reward, the gift of a portion of the territory confiscated from the Raja of Nabha in consequence of his misconduct.

In 1847, at the request of the Maharaja, a Sanad (No. V) was conferred on him, confirming him for ever in his ancient possessions, and those granted by the British Government, with all rights pertaining thereto. The Maharaja relinquished for himself and successors all right to levy excise and transit duties, and engaged to suppress sati, infanticide and slave-dealing and to attend in person with his forces should the cis-Sutlej territories be invaded by an enemy; while the British Government gave up all claims to tribute, revenue, or commutation in lieu of troops or otherwise. In the same year the Maharaja received an addi-

tional grant of territory confiscated from the Lahore Darbar, amounting to Rs. 10,000, in consideration of his relinquishment of customs and transit duties.

During the mutiny of 1857 Maharaja Narendar Singh aided the British Government by furnishing an auxiliary force, which proceeded to Delhi and kept open the communication on the Grand Trunk Road. He also sent troops to Gwalior and Dholpur, and helped the Government with money. For these services he received, besides other rewards, the Narnaul division of the Jhajjar territory, yielding a revenue of Rs. 2,00,000 a year, in perpetual sovereignty, on condition of good behaviour and of service, political and military, at any time of general danger or disturbance. In addition to this, the British Government ceded to the Maharaja jurisdiction over Bhadaur, and the right of escheats and reversion of lapsed Estates therein, together with the annual commutation tax, amounting to Rs. 5,265 a year.

In 1860 a new Sanad (No. VI) was given to the Maharaja, under which the British Government engaged never to demand any tribute on account of revenue, service, or on any other plea, and also conferred on the Maharaja the right of adoption in default of direct heirs; but, in the case of the Chief dying without male issue and without adopting a successor, nazarana was to be paid to the British Government. The power of life and death over his own subjects was conceded to the Maharaja, who was bound, on the appearance of an enemy, to co-operate with the British forces and to provide carriage and supplies, and was also required to furnish material for railways and communications on payment, and to grant land free for such works.

Subsequently a portion of the Kanaud pargana of the Jhajjar territory, and the taluka of Khamanun, were sold to the Maharaja in perpetual sovereignty, in liquidation of debts due to him by the British Government and in payment of the large interest due on loans. For these transfers a supplementary Sanad (No. VII) was granted in 1861.

In March 1862 the right of adoption, conferred by the Sanad of 1860, was confirmed (No. VIII). Narendar Singh died in November 1862 and was succeeded by his minor son Mahendar Singh.

In 1858 the Chiefs of Patiala, Jind and Nabha had preferred certain requests to the British Government, one of which was that, in the event of the death of any of them, leaving an infant heir, a Council of Regency consisting of three old and trusted ministers of the State, not related to the heir, should be selected by the British Government acting with the advice of the other two Chiefs. This request was granted. On the death of Maharaja Narendar Singh it was argued by the Chiefs of Jind and Nabha that the terms of the Sanads of 1860 gave them the power of superseding at will the arrangements to which they had asked

the British Government to consent in 1858. But the sanads in reality made no change in the status of these Chiefs towards the British Government: they were merely to exercise such sovereignty as they had been accustomed to exercise. The argument was therefore untenable, and a Council of Regency was formed in accordance with the arrangements of 1858. Maharaja Mahendar Singh was vested with full powers of administration in 1870.

In 1867 the Ruler of Patiala was granted a permanent salute of 17 guns.

In 1870 the system by which Patiala had been superintended by the Commissioner of Ambala was superseded, and the State was placed under the direct control of the Punjab Government.

In 1872 the Maharaja abolished transit dues, amounting in value to about half a lakh of rupees a year, in the territories assigned to his father in 1858: and in the same year concluded an Agreement (No. IX) for the construction of a line of telegraph from Ambala to Patiala.

In 1873 an Agreement (No. X) was concluded between the British Government and the States of Patiala, Jind and Nabha, by which terms were arranged for the construction of the Sirhind Canal and the supply of water to the signatory States.

In 1873 a code of rules for regulating the pursuit and extradition of criminals on the Patiala and Jaipur border was drawn up and received the sanction of the British Government (*see* Vol. III, Jaipur). The rules were adopted in 1879 for the Patiala and Alwar border also, and in 1883 the Government of India sanctioned their extension to Patiala and Bikaner.

Mahendar Singh died in 1876 and was succeeded by his elder son Rajendar Singh, during whose minority a Council of Regency was selected in accordance with the arrangements sanctioned in 1858.

On the outbreak of war in Afghanistan in 1878, the Patiala State placed its troops at the disposal of the British Government, and they were employed in the Kurram valley, with the contingents of some other States in the Punjab. In consideration of these services the Maharaja was exempted for life from presenting a nazar in Darbar.

A Postal Convention (No. XI) was concluded in 1884.

In 1889 Maharaja Rajendar Singh was tentatively invested with powers, in which he was formally confirmed in 1890.

In 1891 the Darbar granted, free of cost, the lands in the State required for the Delhi-Ambala-Kalka Railway.

From about 1809 to 1846 Patiala had furnished, from time to time, a contingent of sowars for general duty. In 1846 the State was ex-

empted from the operation of the rules then passed about the abolition of customs and the commutation of contingent service to a money payment. At the same time the number of sowars was fixed at 100. In 1892, in recognition of the formation of the Imperial Service troops, the State was exempted from this liability.

On the extension of the Sirsa branch of the Western Jumna Canal, an Agreement (No. XII) was entered into in 1893 in connection with the administration of that portion of the Sirsa branch which lies within the Patiala State.

In the same year an Agreement (No. XIII) was concluded, for the working of the Rajpura-Bhatinda line by the North Western Railway. This was subsequently twice modified: first in 1902 when, in return for a payment of Rs. 50,000, the Bhatinda Railway Station was transferred to the Government of India and the provisions of clauses 10, 11, 13, 24 and 28 were declared to be no longer applicable to the station area: and secondly in 1903, when the North Western Railway's share of the gross receipts (clause 27) was reduced from 55 to 52 per cent.

In 1895 the approval of the Government of India was given to the adoption of a set of rules regulating the procedure between Patiala and Bikaner in regard to the capture and extradition of criminals.

Maharaja Rajendar Singh served in the Frontier expedition of 1897, and some Patiala troops also took part in the campaign.

In 1900 the Maharaja ceded full and complete power and jurisdiction over lands in the State that were, or might thereafter be, required for the Rewari-Bhatinda (No. XIV) and Delhi-Ambala-Kalka Railways (No. XV). These cessions had originally been made in 1886 and 1890 respectively, and the Agreements signed in 1900 were in a revised form. In the same year similar cessions, in the same form, were made in respect of the Rajpura-Bhatinda (No. XVI), Bikaner-Bhatinda (No. XVII), Ludhiana-Dhuri-Jakhal (No. XVIII) and Southern Punjab Railways (No. XIX).

A revised Postal Convention (No. XX) was concluded in 1900.

In 1900 the Maharaja entered into an Agreement (No. XXI) for the control and discipline of his Imperial Service troops when serving beyond the frontiers of his State. In the same year the Darbar agreed, with all the other Punjab States supplying Imperial Service troops, to the mutual surrender of deserters, other than officers, escaping from one State to another.

Rajendar Singh died on the 8th November 1900, and was succeeded by his son the present Maharaja Bhupindar Singh, born on the 12th October 1891. During his minority the State was administered by a Council of Regency. He was invested with full powers in 1909.

In 1903 a subsidiary Agreement (No. XXII) regarding the working of the Sirhind Canal was concluded with the States of Patiala, Jind and Nabha, in accordance with the provisions of clause 27 of the Agreement of 1873 (No. X).

In the same year the Patiala Darbar ceded (No. XXIII) jurisdiction over lands in the State required for the Kalka-Simla Railway.

In 1910 the Maharaja leased (No. XXIV) from the British Government a strip of land in the Kaithal Tehsil of the Karnal District, for the drainage outfall of Patiala city.

In 1913 the Darbar ceded (No. XXV) jurisdiction over lands in the State occupied by the main line of the North Western Railway between Ambala and Ludhiana.

On the outbreak of the Great War, Maharaja Bhupindar Singh placed his personal services and the resources of his State at the disposal of the King-Emperor. The Patiala Imperial Service Infantry served in Egypt, Gallipoli and Palestine, and the Rajindra Lancers were employed in Egypt and Mesopotamia. The Maharaja himself visited the Western front and Palestine. The total contribution of the State towards the War amounted approximately to 37,000 men and 87 lakhs of rupees.

In 1917 the Ruler of Patiala was exempted in perpetuity from the presentation of nazar at Viceregal Darbars.

In 1918 Maharaja Bhupindar Singh was granted a personal salute of 19 guns.

Maharaja Bhupindar Singh served in the Afghan War of 1919, and his State troops served on the Afghan front and in the Punjab.

In 1921 the Ruler of Patiala was granted a permanent local salute of 19 guns within his own territories.

In 1922 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook responsibility for the internal security of the State. In 1925 the proposal of the Darbar to maintain a machine gun section as part of the military forces of the State was approved by the Government of India.

In 1926 an Agreement (No. XXVI) was concluded, modifying the Agreement of 1893 (No. XII) regarding the administratration of the Sirsa branch of the Western Jumna Canal.

In the same year sanction was given to the construction by the Darbar of the Sirhind-Rupar Railway, and an agreement relating to its working is under consideration.

In 1927 an Agreement (No. XXVII) was concluded with the Patiala Darbar for the provision of a siding at Kandaghat railway station for the use of the State.

In 1928 the Patiala Darbar leased (No. XXVIII) from the North Western Railway administration a piece of land at Kandaghat Station for the purpose of laying a water pipe line.

The area of the State is 5,932 square miles; the population, according to the Census of 1921, 1,499,739; and the revenue approximately $1\frac{1}{4}$ crores.

Under the reorganisation scheme of January 1921 the authorised strength of the Patiala State Forces consists (December 1926) of—

1st (Rajindra) Lancers	526
2nd Lancers	526
Horse Guards	139*
1st Infantry (Rajindra Sikhs)	775
2nd Infantry	775
3rd Infantry	775
4th Infantry	775
Foot Guards	174*
Motor Machine Gun Section	*

The following other State forces are maintained:—

Armed Police	1,286
Artillery	225
Military Transport	78

The State possesses 45 serviceable and 65 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The State was in political relations with the Punjab Government through the Political Agent, Phulkian States, from 1901 until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

2. BAHAWALPUR.

The rulers of Bahawalpur assumed independence during the dismemberment of the Durani empire which followed the expulsion of Shah Shuja from Kabul. On the rise of Ranjit Singh, Nawab Bahawal Khan made several applications to the British Government for an engagement of protection. These, however, were declined, although the result of the treaties of Lahore, whereby Ranjit Singh was confined to the right bank of the Sultej, in reality effected his protection.

The first treaty with Bahawalpur was that of 1833 (No. XXIX), which was negotiated at the same time as the treaty with Ranjit Singh for regulating traffic on the Indus. It secured the independence of the Nawab within his own territories, and opened the traffic on the Indus and Sutlej, at a fixed tariff to be levied at Mithankot and Hariki. In 1835

* Not yet organised.

a toll on boats was, by a Supplementary Treaty (No. XXX), substituted for a tariff; the schedule of tolls was revised in 1838 (No. XXXI), and again in 1840 (No. XXXIII); and in 1843, by an Agreement (No. XXXIV), the tolls were reduced one-half and a scale of duties was fixed on merchandise in transit through Bahawalpur by land. In 1847 the Nawab, at the instance of the Resident at Lahore, remitted all duties on boats passing through his territory, and refused to take any compensation. In 1855, when the Sind postal authorities proposed to establish a camel train through Bhawalpur, the Nawab reduced the duty on goods passing by the land route, and shortly afterwards consented to revise ferry rates on the Sutlej, which were formerly a customs duty, and to reduce them to a reasonable remuneration for the labour of crossing passengers and goods over the river.

When arrangements were made in 1838 for the restoration of Shah Shuja, a Treaty (No. XXXII) was concluded with the Nawab, by which he placed himself under the supremacy of, and bound himself to act in subordinate co-operation with, the British Government, receiving its protection and being recognised as the absolute ruler of his country. During the Afghan war the Nawab rendered assistance, both in facilitating the passage of troops and furnishing supplies, for which he was rewarded by the grant of the districts of Sabzalkot and Bhaung Barra.

In carrying out the provisions of Act XIV of 1843, it became desirable to extend the British customs line as far as the Sutlej; and in 1844 the Nawab made over, in free gift, the strip of land required for this purpose.

In 1847-48 Nawab Bahawal Khan co-operated in the operations against Multan, and was rewarded by the grant of a life pension of a lakh of rupees a year, commencing from the date of the British assumption of the government of the Punjab.

In 1850 the Nawab proposed to supersede his eldest son Muhammad Fateh Khan, and to appoint his third son Saadat Khan as his heir. The Governor-General decided that the Government of India were not called upon to interfere in any way in his selection of a successor. When Bahawal Khan died in 1852 the heir-select succeeded him, taking the name of Mohammad Sadiq Khan; but was deposed by the eldest son, with the aid of the Daudputras. Sadiq Khan solicited the aid of the British Government; but the Governor-General decided that, according to the treaties with Bahawalpur, the British Government were bound to support the Chief against his external enemies, but were not bound to aid him against internal commotions. The victorious brother, having accepted the treaties existing between the British Government and the Bahawalpur State, was recognised as Ruler of Bahawalpur; and

the deposed Nawab, through the mediation of the British Government, obtained asylum in British territory, was assigned a cash allowance of Rs. 1,600 a month from the Bahawalpur State, and relinquished for ever, on the part of himself and his heirs, all claim to the State. An Agreement (No. XXXV) to this effect was executed in 1853 and guaranteed by the British Government.

But within a year Sadiq Khan violated his engagement. He addressed the Chief Commissioner of the Punjab soliciting reconsideration of his case; stated that he would never during his life renounce his claim to the Chiefship; and begged permission to proceed to Bahawalpur to recover the masnad. In consideration of the guarantee of the British Government to cause the observance of the Agreement by both parties, the Governor-General directed the ex-Nawab to be placed under strict surveillance. He was detained in custody in the fort at Lahore, and died in 1863.

Nawab Muhammad Fateh Khan died in 1858, and was succeeded by his eldest son Rahim Yar Khan, who took the name of Bahawal Khan.

In 1863 an insurrection, caused by the tyranny and cruelty of the Nawab, broke out among the Daudputra Chiefs. It was suppressed, but not until the Nawab had put to death three of his uncles through fear of their being released by the rebels from their imprisonment in the fort of Derawar. For this atrocious crime the Nawab incurred the severe displeasure of the British Government, and was subsequently required to make over to the protection of the British authorities others among his relations who had suffered from his harsh treatment. Some of the rebels took refuge in British territory, where they remained unmolested as long as they refrained from hostilities against the Nawab. An attack on a Bahawalpur village was, however, organised, and on its failure the leaders again sought refuge in British territory, but were placed in confinement for abuse of the asylum formerly afforded them. The misgovernment of Bahawalpur continued to endanger the peace of the country, and a formidable insurrection took place in March 1866. On the 25th March 1866 Nawab Bahawal Khan died suddenly, not without suspicion of poison, and was succeeded by his son Sadiq Muhammad Khan, then four years of age. A rival claimant appeared in the person of Jafar Khan, half-brother of Nawab Bahawal Khan. At the same time the leader of the troops, sent by the late Nawab to quell the insurrection, threw off his allegiance and marched on the capital. As the British Government were under no treaty obligation to interfere in the internal affairs of Bahawalpur, intervention was at first limited to a declaration that the British Government recognised the succession of Nawab Sadiq Muhammad Khan and intended to accord him full moral support. The presence of the Indian Agent of Government at the

capital, where he had been instructed to reside in order to give the Nawab and his advisers the benefit of his counsel, was sufficient to secure the dispersion of the rebels; their leader was taken prisoner, and all overt resistance ceased.

The state of affairs, however, continued very unsatisfactory. Many influential men had been alienated by the conduct of Nawab Bahawal Khan, the army was discontented, and there was no party of sufficient influence to carry on the administration. In these circumstances the Bahawalpur Darbar preferred a formal request that the British Government would undertake the administration of the State during the minority of the Nawab. Government consented, on the understanding that the British officer appointed should have full powers: and issued a Proclamation (No. XXXVI) explaining the reasons which had compelled them to interfere. Shortly afterwards, a plot for the elevation of Jafar Khan to the masnad was discovered and, at the request of the Darbar, he was removed to Lahore as a State prisoner. In 1867 an attempt was made by Muhammad Nizam Khan, the former Minister of Bahawalpur, to excite disaffection among the soldiery, and he was therefore removed from Bahawalpur and not permitted to return. The State has not since been disturbed by political troubles.

In 1867 the Ruler of Bahawalpur was granted a permanent salute of 17 guns.

In 1870 the Imperial Postal Department took over the postal arrangements in the State on payment of an annual subsidy of Rs. 20,000 by the Darbar. In 1878, on the opening of the Indus Valley Railway, the subsidy was reduced to Rs. 6,000, at which figure it now stands.

In 1872 the Darbar ceded (No. XXXVII) full sovereignty over lands in the State required for railway purposes.

In 1877 the Bahawalpur State abolished customs duties on salt and other articles, and suppressed the local manufacture of salt in its territory: and the British Government agreed to pay Rs. 80,000 a year to the State as compensation for the loss incurred. An Agreement (No. XXXVIII) to this effect was concluded in 1879.

On the outbreak of the war in Afghanistan in 1878, the Nawab placed a military contingent at the disposal of the British Government, and his troops were employed on the frontier.

In 1879 Sadiq Muhammad Khan was invested with full powers, and the British Agency in Bahawalpur was abolished. He died in 1899 and was succeeded by his son Muhammad Bahawal Khan, during whose minority a British Superintendent was appointed to conduct the administration of the State.

In 1899 the Darbar ceded (No. XXXIX) full and exclusive power and jurisdiction of every kind over the lands in the State which were, or might thereafter be occupied by the Southern Punjab Railway.

In 1900 the State entered into an Agreement (*see* No. XXI) for the control and discipline of its Imperial Service troops when serving beyond its frontiers. In the same year Bahawalpur joined the other Punjab States supplying Imperial Service troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another.

In May 1903 the duties of the Superintendent were transferred to the Political Agent, Phulkian States and Bahawalpur. In November of the same year, Muhammad Bahawal Khan was invested with ruling powers under the control of the Political Agent.

In March 1906 the restriction placed on the Nawab's powers in 1903, requiring the confirmation by the Political Agent of all death sentences passed by him, was withdrawn.

In November 1906 Muhammad Bahawal Khan proceeded on a pilgrimage to Mecca, and on his way back died at Aden on the 15th February 1907. He was succeeded by his son the present Nawab Sadiq Muhammad Khan, born in 1904.

In 1909 the construction of a branch railway line from Khanpur to Chachran was sanctioned. As the line lies wholly in Bahawalpur territory, the Darbar have been permitted to retain jurisdiction thereon. An Agreement (No. XL) for the construction, maintenance and working of the line was concluded in 1912.

In 1913 the Darbar ceded (No. XLI) full and exclusive power and jurisdiction over the land required for the McLeodganj Road and Fazilka section of the Southern Punjab Railway.

On the outbreak of the Great War the Darbar offered all their troops for service abroad. The escort of the Bahawalpur State Camel Corps served in Egypt and Iraq.

In 1920 the Punjab Government concluded an Agreement (No. XLII) with the States of Bahawalpur and Bikaner, in connection with the Sutlej Valley Canals project. This Agreement was confirmed in 1921 by the Secretary of State.

In 1922 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook at the same time responsibility for the internal security of the State, though this does not include the strategic railway passing through the Bahawalpur territory.

Nawab Sadiq Muhammad Khan was invested with full ruling powers on the 8th March 1924.

In 1926 the Government of India sanctioned the construction of the Bahawalnagar-Cholistan Railway, through the agency of the North Western Railway. The actual terms of the working agreement have yet to be settled. The Darbar have been permitted to retain jurisdiction, as the line lies wholly in State territory.

The territory of Bahawalpur covers an area of 15,000 square miles; but, exclusive of the desert portion, it is a narrow strip of country of an average width of 8 miles extending for 300 miles along the left banks of the Sutlej, Chenab and Indus. The population, according to the Census of 1921, is 781,191; and the revenue is estimated at 50 lakhs.

Under the reorganisation scheme of January 1921 the authorised strength of the Bahawalpur State Forces consists (December 1926) of—

1st Sadiq Infantry	426
2nd Haroon Infantry	153

The following other State forces are maintained:—

Cavalry	96
Infantry	531
Armed Police	295

The State possesses 4 serviceable guns.

With effect from the 1st January 1922 the designation " Imperial Service Troops " was changed to " Indian State Forces ".

In 1913 the State was removed from the Phulkian States Agency and included in a newly established Bahawalpur Agency. This Agency was abolished in 1921 on the establishment of the Punjab States Agency, by which the State was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

3. Jind.

The Chief of Jind belongs to the same clan as the Maharaja of Patiala, but is descended from the elder branch. Gajpat Singh founded the town of Jind in 1763, and was recognised as Raja by the Emperor of Delhi in 1772. His descendant Raja Bhag Singh was one of the foremost of those who offered their allegiance to the British Government after the overthrow of the Mahrattas. He joined Lord Lake in the pursuit of Holkar to the banks of the Beas, and his good offices were of importance in the negotiations which followed. Bhag Singh was the maternal uncle of Ranjit Singh of Lahore. Lord Lake confirmed to the Raja the grants of land he held under the Emperors of Delhi, or under Scindia, and as a special reward conferred on him in addition Kharkauda and Bhawani, each worth about Rs. 25,000 annually. The Raja also received, jointly with Bhai Lal Singh of Kaithal, the grant of Barsat Faridpur, in Panipat, worth about Rs. 70,000. These grants were, however, for life only, and lapsed many years ago to the British Government.

Bhag Singh died in 1819, and his successor, Fateh Singh, in 1822. The next Chief, Sangat Singh, died in 1834 without issue, and was succeeded by Sarup Singh, though not without a struggle; at one time

indeed, his claims were denied and the State was declared an escheat. Eventually his right, though a collateral, to all the possessions of the family held by Raja Gajpat Singh, the common ancestor, was admitted; but all subsequent accessions of territory acquired by Bhag Singh and Sangat Singh were declared an escheat. Sarup Singh was formally installed in 1837.

At the beginning of the Sutlej campaign in 1845 Raja Sarup Singh refused to send camels for the use of the British, and was fined Rs. 10,000. After this, however, he gave the British active assistance; the fine was eventually remitted and the Raja was granted lands, not exceeding Rs. 3,000 a year, as a mark of satisfaction at his conduct.

In 1847 the Raja of Jind received a Sanad (No. XLIII). In the same year he received in perpetuity an additional grant of land confiscated from the Lahore Government, yielding Rs. 1,000 a year, in consideration of his having abolished customs and transit duties.

Sarup Singh offered his services in the second Sikh war of 1849, for which he received the thanks of the British Government.

In 1857 the Raja of Jind was the first person who marched against the mutineers at Delhi. His troops acted as the vanguard of the army. He remained in the British camp before Delhi until the reoccupation of the city, and a portion of his troops also took part in the assault. For these services he received a grant of additional territory yielding Rs. 1,16,813 a year, on condition of good behaviour and of service, political and military, in time of difficulty or danger.

In 1860 the Raja received a new Sanad (No. XLIV), including the privilege of adoption. By a Sanad granted in 1861 (No. XLV) the Raja was allowed to purchase a portion of the Kanaud tahsil of the Jhajjar territory, on payment of nazarana. In 1862 the right of adoption, conferred by the Sanad of 1860, was confirmed (No. XLVI).

Sarup Singh died in 1864 and was succeeded by his son Raghbir Singh.

In 1867 the Ruler of Jind was granted a permanent salute of 11 guns.

In 1873 the States of Patiala, Jind and Nabha entered into an Agreement (*see* No. X), for the construction of the Sirhind canal.

In 1878, on the outbreak of the war in Afghanistan, the State furnished a contingent of troops.

In 1881 the hereditary title of Raja-i-Rajagan was conferred on the Ruler of Jind.

The code of rules regarding the pursuit and extradition of criminals, sanctioned in 1873 for the Jaipur and Patiala border, was adopted in 1883 to regulate the procedure between Jind and the States of Jaipur and Bikaner.

A Postal Convention (*see* No. XI) was executed in 1884.

Raghbir Singh died on the 7th March 1887, and was succeeded by his grandson, the present Maharaja Ranbir Singh, born in 1881. During his minority the State was administered by a Council of Regency appointed in the terms of the arrangement of 1858 (*see* under Patiala).

From about 1809 to 1846 Jind had furnished from time to time a contingent of sowars for general duty. In 1846 the State was exempted from the operation of the rules then passed about the abolition of customs and the commutation of contingent service to a money payment. At the same time the number of sowars was fixed at 50. They were reduced to 25 in 1860, in return for the good services rendered by Jind during the mutiny. In 1892, in recognition of the formation of the Imperial Service troops, the State was exempted altogether from this liability.

In 1892 an amended Agreement (No. XLVII), regarding the supply of water from the Western Jumna Canal, was concluded with the State. This superseded one that had been signed in 1875.

In 1893 an Agreement (No. XLVIII) was concluded for the construction of a line of telegraph from Maler Kotla to Sangrur.

In 1897 a protest against the appointment of a European tutor to Raja Ranbir Singh was made by the other Phulkian States (Patiala and Nabha) who claimed that they should be entrusted with the arrangements for his education; but it was held that such a claim could not be supported by the paper of requests of 1858, and it was disallowed. When the Raja was invested with powers on the 10th November 1899, but kept for a time under the guidance of a British political adviser, they again protested, on the ground that this was a breach of the Sanads of 1860; but this protest also was overruled. In 1901 the State, which had formerly been under the direct control of the Punjab Government, was placed under the Political Agent, Phulkian States and Bahawalpur, and the political adviser was withdrawn.

The Jind Imperial Service Infantry served in the Tirah campaign of 1897.

In 1899 an Agreement (No. XLIX) was made for the construction, maintenance and working of the Ludhiana-Dhuri-Jakhal Railway by the North Western Railway, on behalf of the Jind and Maler Kotla Darbars. Cession of jurisdiction over lands in the State occupied by the Rewari-Ferozepore Railway, which had originally been made in 1886, was renewed in 1900 by an Agreement (No. L) in a revised form. In the same year similar cessions, in the same form, were made in respect of the Southern Punjab Railway (No. LI) and the Ludhiana-Dhuri-Jakhal Railway (No. LII).

A revised Postal Convention (*see* No. XX) was concluded in 1900.

In 1900 the State entered into an Agreement (*see* No. XXI) for the control and discipline of its Imperial Service Troops when serving beyond its frontiers. In the same year the State agreed, with all the other Punjab States supplying Imperial Service Troops, to the mutual surrender of deserters, other than officers, escaping from one State to another.

In 1903 a subsidiary Agreement (*see* No. XXII), regarding the working of the Sirhind Canal, was concluded with the States of Patiala, Jind and Nabha.

In 1911 the hereditary title of Maharaja was conferred (No. LIII) on the Ruler of Jind.

On the outbreak of the Great War the Maharaja placed all the resources of his State at the disposal of Government, and gave 2 lakhs towards the expenses of the war. State troops served in East Africa.

In 1916 the Darbar ceded (No. LIV) full and exclusive power and jurisdiction over lands in the State required for the Jind-Panipat Railway.

In 1918 the hereditary title of Rajendra Bahadur was conferred (No. LV) on the Ruler of Jind, and his permanent salute was increased to 13 guns. At the same time Maharaja Ranbir Singh was granted a personal salute of 15 guns.

In 1919 State troops rendered assistance during the Punjab disturbances and in the war with Afghanistan.

In 1921 the Ruler of Jind was granted a permanent local salute of 15 guns within his own territories.

In 1923 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook at the same time responsibility for the internal security of the State, including the protection of the Railways passing through the State.

In the same year a supplementary Agreement (No. LVI) was concluded with the Jind and Maler Kotla Darbars for the working of the Ludhiana-Dhuri-Jakhal Railway.

In 1924 an Agreement (No. LVII) was concluded with the Jind Darbar for the working and construction of the Jind-Panipat Railway.

In 1928 an Agreement (No. LVIII) was executed between the Secretary of State and the Jind Darbar, by which the North Western Railway Administration provided a masonry tank at Sangrur for the reception and storage of liquid fuel oil in bulk by the Jind State.

The area of Jind is 1,259 square miles; the population, according to the Census of 1921, 308, 183; and the revenue 26 lakhs.

Under the reorganisation scheme of January 1921 the authorised strength of the Jind State Forces consists (December 1926) of—

Bodyguard Cavalry	112
Infantry	700
2nd Line Infantry	150

The following other State forces are maintained:—

Armed Police	59
Artillery	40

The State possesses 16 serviceable and 2 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The State was in political relations with the Punjab Government through the Political Agent, Phulkian States, until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

4. NABHA.

The Chief of Nabha is descended from the same stock as the Maharajas of Patiala and Jind, but like the latter belongs to the elder branch of the family.

Like the rest of the Sirhind and Malwa Chiefs, Nabha was taken under the protection of the British Government under the Proclamation of 1809 (No. I), and in 1810 Raja Jaswant Singh was given a Paper (No. LIX) confirming him in his possessions and emphasizing the promises made in the Proclamation of 1809. Jaswant Singh gave supplies and carriage to the British during the Gurkha and Bikaner campaigns of 1810 and 1818, and advanced a loan of six lakhs during the Kabul campaign of 1838. He died in 1840 and was succeeded by his son Devindar Singh.

During the first Sikh War in 1845, Devindar Singh withheld supplies from the British and neglected to attend to the requisitions of the Agent to the Governor-General. As a punishment he was deposed in 1846; one-fourth of his territory, *viz.*, the districts of Pakowal, Dehraru and Rori, less a portion worth Rs. 12,200, was confiscated; and all transit duties, estimated at Rs. 12,200 a year, with the exception of the customs of the town of Nabha, were abolished. Of the confiscated territory, a portion worth Rs. 71,224 was divided equally between the Maharaja of Patiala and the Raja of Faridkot, in reward for services during the war while the remainder, valued at Rs. 28,766, was retained by the British Government. Up to that year the Raja of Nabha had furnished, in addition to the forces which he was to supply in war, a contingent of 50 sowars for general duty. But it was then determined that the Chief should no longer be required to supply any forces in war: and the revenue, from the portion of the confiscated territory retained by the British Government, was appropriated to keeping up 100 sowars and 133 infantry, supposed to represent one-third of the force which the State

used to furnish in war. The supply of the 50 sowars for general duty ceased at the same time. Devindar Singh was granted a pension of Rs. 50,000 a year, and was kept under surveillance at Muttra till 1854; and thereafter at Lahore, where he died in 1865. His minor son Bharpur Singh succeeded, under the guardianship of his step-grandmother and three officers of the Nabha State, who were responsible to the British Government for his education and safety. He was installed in 1847.

During the mutiny of 1857 Bharpur Singh rendered important services, and was rewarded by a grant of land out of the Jhajjar territory, yielding a lakh and six thousand rupees a year, on condition of good behaviour and of service, military and political, in time of difficulty and danger.

On the occasion of the Governor-General's visit to the Punjab in 1860, the Raja received a Sanad (No. LX). In 1861 he was allowed to purchase a portion of the Kanaud tahsil of the Jhajjar district, in liquidation of a debt due to him from the British Government, and he received a supplementary Sanad (No. LXI) on this account.

In 1862 the right of adoption, conferred by the Sanad of 1860, was confirmed (No. LXII).

Bharpur Singh died in 1863, leaving no heir, either natural or adopted: and it thus devolved upon the Maharaja of Patiala and the Raja of Jind, in accordance with the Sanad of 1860 (No. LX), to select a successor, in concert with the British Government, from the Phulkian family. Their choice fell upon Bhagwan Singh, younger brother of Bharpur Singh, who had always been looked upon as his heir: and it was confirmed by the British Government, nazarana being levied as provided in clause 3 of the Sanad.

Bhagwan Singh was installed in 1864, and died in 1871 without heirs. The procedure laid down for such cases by the Sanad of 1860 was followed and a collateral relative, Hira Singh of Badrukhan, a feudatory of Jind, was chosen. The selection was approved by the British Government, and the customary nazarana levied. Hira Singh's share in the Estate of Badrukhan was considered to have lapsed for want of direct heirs, and was made over unconditionally to the Raja of Jind.

In 1867 the Ruler of Nabha was granted a permanent salute of 11 guns.

For many years a dispute had existed between the Sonthi Sikhs and their feudal superior the Raja of Nabha, relative to certain acts of feudal obedience which they were bound to pay to their Chief; to the equivalent to be paid in money for that service when it ceased; and to the division of the profits of certain villages in which both parties had rights. The dispute began in 1820, regarding the times and occasions when the Sonthi Sikhs were to furnish a quota of horsemen. In 1861 an arrangement was

made, with the approval of Government, by which the Raja was to give the Sonthi Sikhs Rs. 5,000 a year in discharge of all matters in dispute between them. The Sonthi Sikhs appealed against this decision: and in 1869 the Government of India decided that the Sonthi Sikhs' share of the revenues of the villages in dispute should be Rs. 24,500 a year: and that the Raja of Nabha had a right in respect of escheats, commutation for loss of service of horsemen, and a deduction of one-eighth on account of confiscated and restored territory, amounting in all to Rs. 11,502: leaving the balance, to be paid to the Sonthi Sikhs, Rs. 12,998 a year. As an alternative the Sikhs were permitted, should they desire it, to receive villages producing a clear income of Rs. 8,000 a year, under certain specified conditions. They elected to take the assignment from land revenue of Rs. 12,998 a year. Payment was made in full by the Raja in 1872.

In 1873 the States of Patiala, Jind and Nabha entered into an Agreement (*see* No. X), for the construction of the Sirhind Canal.

In 1878 the State furnished a contingent of troops for employment in Afghanistan.

A code of rules regarding the pursuit and extradition of criminals, similar to that sanctioned in 1873 for the Patiala-Jaipur border, was adopted for the border between Nabha and Alwar in 1879, between Nabha and Jaipur in 1883, and between Nabha and Bikaner in 1897.

A Postal Convention (*see* No. XI) was executed in 1884.

In the same year the Raja ceded full jurisdiction over the lands in his State required for the railways comprised in the Rajputana-Malwa railway system.

In 1894 the hereditary title of Raja-i-Rajagan was conferred (No. LXIII) on the Ruler of Nabha.

Nabha Imperial Service troops served in the Tirah Campaign of 1897.

Agreements were made in 1900 ceding jurisdiction over lands in the State occupied by the Rajpura-Bhatinda (No. LXIV), Rewari-Ferozepore (No. LXV) and Ludhiana-Dhuri-Jakhal Railways (No. LXVI).

A revised Postal Convention (*see* No. XX) was concluded in 1900.

In 1900 the State entered into an Agreement (*see* No. XXI) for the control and discipline of its Imperial Service troops when serving beyond its frontiers. In the same year Nabha joined all the other Punjab States supplying Imperial Service Troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another.

In 1903 a subsidiary Agreement (*see* No. XXII), regarding the working of the Sirhind Canal, was concluded with the States of Patiala, Jind and Nabha.

In 1911 the hereditary title of Maharaja was conferred (No. LXVII) on the Ruler of Nabha.

Hira Singh died in 1911 and was succeeded by his son Ripudaman Singh.

During the Great War the Maharaja contributed sums amounting to over 5½ lakhs for various purposes, and the State Imperial Service Infantry served in Mesopotamia.

In 1916 Deeds, the execution of which had been overlooked in 1900, were signed, formally ceding jurisdiction over the lands in the State occupied by the main lines of the Rajputana-Malwa (No. LXVIII) and North Western Railways (No. LXIX).

In 1921 the permanent salute of the Ruler of Nabha was increased to 13 guns.

In 1923 the Government of India appointed a Special Commissioner to enquire into certain disputes between Patiala and Nabha States. As a result of the Commissioner's findings, Maharaja Ripudaman Singh agreed to sever his connection with the administration of the State upon certain conditions. This offer the Government of India accepted, and the Maharaja accordingly left Nabha on the 9th July 1923. The administration of the State was entrusted to an Administrator appointed by the Government of India.

In 1924 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook at the same time responsibility for the internal security of the State.

In 1928 the State ceded (No. LXX) jurisdiction over the lands occupied by the Rajpura-Bhatinda Railway, the Bhatinda-Fazilka section of the Bombay, Baroda and Central India Railway, and the Raewind-Bhatinda branch of the North Western Railway.

In the same year, owing to the proved disloyalty of Maharaja Gurucharan (*alias* Ripudaman) Singh, the Government of India decided to deprive him of his titles and privileges, to reduce his allowance, and to deport him to Kodaikanal in the Madras Presidency. He was succeeded by his son the present Maharaja Pratap Singh, born in 1920. During his minority the State is administered by a Council of Regency, consisting of a President and three Members.

Although Jind and Nabha are equal in rank, Jind is given precedence over Nabha on public occasions, except that Nabha receives a return visit from the Viceroy before Jind– a decision given in 1880.

The area of Nabha is 928 square miles: the population, according to the Census of 1921, 263,394; and the revenue approximately 24 lakhs.

Under the reorganisation scheme of January 1921 the authorised strength of the Nabha State Forces consists (December 1926) of—

Akal Infantry	450

The following other State forces are maintained:—

Artillery	4
Armed Police	403

The State possesses 10 serviceable and 3 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The State was in political relations with the Punjab Government through the Political Agent, Phulkian States, until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

5. KAPURTHALA.

The Chief of Kapurthala at one time held possessions both Cis and Trans-Sutlej, and also in the Bari Doab. The scattered possessions in the Bari Doab were gained by the sword, and were the first acquisitions made by Sardar Jassa Singh, the founder of the family. In them lies the village of Ahlu, whence the family spring and from which the style of Ahluwalia is derived. The Trans-Sutlej Estates were also acquired by conquest, and from their chief city, Kapurthala, the family derives its general designation. Of the Cis-Sutlej possessions some were conquered, and some were granted by Maharaja Ranjit Singh, prior to September 1808. The total value of the Cis-Sutlej possessions was estimated at Rs. 5,65,000.

Sardar Fateh Singh of Kapurthala was a party, with Ranjit Singh of Lahore, to the Treaty of 1806 (*see* Part I, Punjab, No. I), under which he pledged himself to hold no friendship or connection with Holkar, while the British Government promised him peaceful possession of his territory so long as he continued friendly.

By article 4 of the Declaration of 1809 (No. I) the Sardar of Kapurthala was pledged to furnish supplies to British troops when marching through his territory for purposes connected with the general welfare: and by article 5 he was bound to join the British army with his forces, should an enemy approach from any quarter for the purpose of conquering the country of the Chiefs of Malwa and Sirhind.

In 1825 Sardar Fateh Singh fled to the Cis-Sutlej States for the protection of the British Government against the aggressions of Ranjit Singh, and protection was accorded. It was declared in 1928 that the Ahluwalia Chief was under British protection in respect of his ancestral possessions east of the Sutlej, but dependent on Lahore for places con-

ferred by the Lahore Government prior to September 1808, *viz.*, Bassi, Naraingarh and Jagraon. The protection of the British Government, however, extended over both.

Fateh Singh died in 1837, and was succeeded by his son Nihal Singh. He collected supplies for the British troops on their way to Kabul, while some of his troops took part in the Kabul expedition of 1842.

In the first Sikh war of 1845 the troops of Kapurthala fought against the British at Aliwal: and, in consequence of these hostilities and of the failure of the Sardar to furnish supplies from his Cis-Sutlej Estates to the British army, his Cis-Sutlej Estates were confiscated. When the Jullundur Doab came under the dominion of the British Government in 1846, the Trans-Sutlej possessions of the Ahluwalia Sardar were maintained in his independent possession, conditionally on his paying to the British Government a commutation in cash of the service engagements by which he had previously been bound to the Government of Lahore. The value of the Jullundur Estates was estimated at Rs. 5,77,763. The terms of the confirmation were in favour of the Sardar and the heirs of his body lawfully begotten, on condition of good conduct and good management, that no customs or duties of any kind were levied, and that he made and kept in repair the high roads through his lands.

The commutation for military service in the Jullundur Doab was fixed at Rs. 1,38,000; but subsequently a reduction of Rs. 7,000 was made on account of the Nurmahal jagir, which was included with the Kapurthala territory when first calculating the tribute due by the Raja, but was afterwards declared to be distinct therefrom. The Bari Doab Estates, estimated to yield Rs. 25,270, but subsequently assessed at Rs. 16,742, were released to Sardar Nihal Singh on a life tenure, and subject to British jurisdiction.

The punishment inflicted after the first Sikh war was not without its effect on Sardar Nihal Singh, and he rendered satisfactory assistance to the British Government during the second Sikh war, at the close of which he was created a Raja in 1849. He died in 1852, and was succeeded by his son Randhir Singh. During the mutiny of 1857, and subsequently in Oudh in 1858, Raja Randhir Singh rendered service to the British Government. In recognition of the services then performed by him in the Jullundur Doab, the Government of India, among other rewards, remitted a year's tribute, and permanently reduced the tribute by Rs. 25,000. The Raja, however, requested that the hereditary jagir in the Bari Doab, which had been resumed on the death of Raja Nihal Singh in 1852, though of less present value, might be restored to him in lieu of the remission of tribute. This request was complied with in 1860, and the jagir was released to the Raja in perpetuity, the civil and police jurisdiction remaining in the hands of the British authorities. The

tribute payable by the Raja accordingly stood at its former amount, Rs. 1,31,000.

For his services in Oudh in 1858, where, at the head of his contingent, Randhir Singh took part in several engagements with the enemy, some valuable talukdari lands in that province were conferred upon him (No. LXXI):

(1) The Baundi and Bithauli Estates on the Ghagra, in the Bahraich and Barabanki districts, granted at a favourable assessment fixed in perpetuity. The revenue demand on these Estates is Rs. 59,950.

(2) The Akona and Dongapur Estates in the Bahraich district, granted at ordinary rates and temporarily settled.

By a Sanad (No. LXXII) granted in 1862, the Ruler was guaranteed the right of adoption.

Shortly before his death in 1852 Nihal Singh executed a will empowering his two younger sons, Bikrama Singh and Suchet Singh, to claim a partition of the fief. Dissensions arose among the brothers, and in 1853 Suchet Singh demanded and received his share, which he held, independently of the Raja, as a Jagirdar of the British Government.

In 1859 Suchet Singh, having become reconciled to his brothers, desired that the arrangement ordered by his father's will might be set aside and the lands restored to the Kapurthala State, to be held by him in subordination to the Raja. This request was sanctioned by the British Government, and the dismemberment of the State having thus been prevented by voluntary agreement between the brothers, the cancellation of the will, and the restoration to the Raja of his territory on the same footing as it existed in former times, were announced in 1860 by Lord Canning at a Darbar at which all the brothers were present. In 1866 dissensions again arose among the brothers, and Bikrama Singh and Suchet Singh claimed the execution of their father's will. It was decided, however, that Lord Canning's order should be upheld: that the Raja should exercise paramount authority over the whole of the Kapurthala State, and that the younger brothers should each receive Rs. 60,000 a year in cash, the net annual value of the property bequeathed to them.

In 1862 the hereditary title of Raja-i-Rajagan was conferred upon the Ruler of Kapurthala: and in 1867 he was granted a permanent salute of 11 guns.

Randhir Singh died in 1870 and was succeeded by his eldest son Kharak Singh. He soon showed signs of insanity, and in 1874 became incapable of conducting the administration, which was entrusted to a Council composed of the Wazir and the Diwan of the State and an officer in the service of the British Government. This arrangement

failed to work satisfactorily, and it was found necessary in 1875 to appoint a British officer as Superintendent of the State, under the general control of the Commissioner of the Jullundur Division. Kharak Singh died in 1877 and was succeeded by his only son, the present Maharaja Jagatjit Singh, then five years old. During his minority the State continued under the administration of the British Superintendent.

The State furnished a contingent of troops during the Afghan Campaign of 1878-79.

In 1883 an Act of the Legislature, No. X of that year, was passed to confirm and give effect to an award made by the Governor-General regarding certain matters in dispute between the Kapurthala State and Sardar Bikrama Singh, touching a grant of land in Oudh received by the Sardar from the British Government.

Raja Jagatjit Singh was invested with full powers on the 24th November 1890.

A contingent of Kapurthala Imperial Service Troops served in the Tirah Campaign of 1897.

In 1899 the State entered into an Agreement (*see* No. XXI) for the control and discipline of its Imperial Service Troops when serving beyond its frontiers: and in 1900 joined the other Punjab States supplying Imperial Service Troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another.

In 1911 the hereditary title of Maharaja was conferred (No. LXXIII) on the Ruler of Kapurthala.

In 1912 the Maharaja ceded (No. LXXIV) full and exclusive power and jurisdiction over the lands in the State occupied by the main line of the North Western Railway between Phillaur and Beas.

On the outbreak of the Great War the Maharaja offered the resources of his State to Government, and the State Forces served in East Africa. The Maharaja contributed a lakh of rupees towards their maintenance on field service, and gave Rs. 25,000 for the purchase of motor ambulances. He also defrayed the whole of the extra expenditure entailed by the maintenance of the State Forces on a war footing, amounting to approximately Rs. 4,00,000.

In 1915 the Maharaja ceded full and exclusive power and jurisdiction over the lands in the State occupied by the Jullundur-Doab (No. LXXV) and Phagwara-Rahon Railways (No. LXXVI).

In 1918 the permanent salute of the Ruler of Kapurthala was increased to 13 guns: and a personal salute of 15 guns was granted to Maharaja Jagatjit Singh.

In the same year the Maharaja received a Sanad (No. LXXVII) conferring on him the power to pass death sentences on his subjects,

In 1921 the Ruler of Kapurthala was granted a permanent local salute of 15 guns within his own territories.

In 1923 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook at the same time responsibility for the internal security of the State, including the protection of the stretch of strategic railway passing through Kapurthala territory.

In 1924, in view of the efficiency of the State Forces and of the expenditure involved in their maintenance, the annual tribute of Rs. 1,31,000 was remitted by the Government of India under certain conditions.

The area of the State proper is 630 square miles; the population, according to the Census of 1921, 284,275; and the revenue 18½ lakhs. The estates in Oudh extend over an area of 725 square miles, throughout which the Maharaja enjoys talukdari rights. The population of the Oudh estates is about 300,000 and the revenue 18½ lakhs.

Under the reorganisation scheme of January 1921 the authorised strength of the Kapurthala State Forces consists (December 1926) of—

Bodyguard Cavalry	30
1st Jagatjit Infantry	609
2nd Line Infantry	150

The following other State Forces are maintained:—

Armed Police	100
Artillery	22

The State possesses 9 serviceable and 10 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The State was in political relations with the Punjab Government through the Commissioner of Jullundur prior to the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

6*. Sirmur or Nahan.

When the Gurkhas were expelled from the hills, Karam Parkash, of a Rajput family claiming connection with the Maharawals of Jaisalmer, was the ruling Chief. On the ground of his notorious profligacy and imbecility, however, the Chiefship was bestowed on his eldest son, Fateh Parkash.

* *See* footnote on page 116 *ante*.

The Sanad (No. LXXVIII) granted to the Raja in 1815 conferred on him and his heirs in perpetuity his ancient possessions, with the exception of the fort and pargana of Morni, which were made over to the Mir of Kotaha to whom they had originally belonged: the Kiarda Dun, which was restored (No. LXXIX) in 1833 on payment of a nazarana of Rs. 50,000: a tract of hill country to the north of the river Giri, made over to the Rana of Keonthal: and the parganas of Jaunsar and Bawar, in the Dehra Dun district, annexed to the British dominions.

In 1857 the Raja of Sirmur was Shamsher Parkash. He rendered good service during the mutiny, in recognition of which he received, among other rewards, a khillat of the value of Rs. 5,000.

In 1862 the Ruler received a Sanad of Adoption (*see* Part I, Punjab, No. XVII).

In 1867 the Ruler of Sirmur was granted a permanent salute of 11 guns.

By article 4 of the Sanad of 1815 the Raja of Sirmur was bound to consult the British Government before appointing a Diwan or Mutsaddi. In 1872 this clause was cancelled at the request of Shamsher Parkash, and a revised Sanad (No. LXXX) was issued to him.

Nahan State troops served in the Afghan War of 1878. The Sirmur Sappers and Miners also served in the Tirah Campaign of 1897.

Shamsher Parkash died in 1898 and was succeeded by his eldest son Surendar Bikram Parkash.

In 1899 the State entered into an Agreement (*see* No. XXI) for the control and discipline of its Imperial Service Troops when serving beyond its frontiers: and in 1900 joined the other Punjab States supplying Imperial Service Troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another.

Surendar Bikram Parkash died on the 4th July 1911 and was succeeded by his son the present Maharaja Amar Parkash, born in August 1888.

On the outbreak of the Great War the Raja offered the services of the State Sappers, who served in Mesopotamia, where they formed part of the garrison captured in Kut El Amara.

In 1918 the hereditary title of Maharaja was conferred (No. LXXXI) upon the Ruler of Sirmur.

In 1919 Maharaja Amar Parkash was invested with unrestricted power to pass sentences of death on his subjects, as a personal mark of distinction for his life only.

In 1922 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook at the same time responsibility for the internal security of the State.

The area of the State is 1,198 square miles; the population, according to the Census of 1921, 140,448; and the revenue 6 lakhs.

The Ruler of Sirmur receives a money payment of Rs. 13,735 a year in perpetuity from the British Government, as compensation for the loss occasioned by the abolition of customs duties. He pays no tribute, but is bound to render feudal service.

Under the reorganisation scheme of January 1921 the authorised strength of the Sirmur State Forces consists (December 1926) of—

Body Guard Lancers	31
Sappers—	
Headquarters	5
No. 1 Company	142
No. 2 Company	155
Band	38

The following other State forces are maintained:—

Armed Police	40
Military Transport	21

The State possesses 4 serviceable and 3 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

Before 1911 the State was in political relations with the Punjab Government through the Commissioner of Delhi. It was then transferred to that of the Commissioner of Ambala until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

7*. Mandi.

This ancient Hindu Rajput principality came into the possession of the British Government by the Lahore Treaty of the 9th March 1846 (*see* Part I, Punjab, No. X). In October of the same year the State was granted (No. LXXXII) to Raja Balbir Sen, who had tendered his allegiance to the British Government at Bilaspur in February 1846.

Balbir Sen died in 1851 and was succeeded by his infant son Bijai Sen, during whose minority the administration was carried on by a Council of Regency.

In 1862 the Ruler of Mandi received a Sanad of Adoption (*see* Part I, Punjab, No. XVII).

Bijai Sen was entrusted with the administration of the State in 1866, but its affairs soon fell into such disorder that it was found necessary to appoint a British officer as councillor. Under his advice reforms were introduced and, the administration having been put on a satisfactory footing, he was withdrawn in 1873.

* *See* footnote on page 116 *ante*.

In 1867 the Ruler of Mandi was granted a permanent salute of 11 guns.

In consequence of the loss of revenue caused by the introduction into British territory of untaxed salt from the Mandi mines, an arrangement was made with the Raja in 1870 whereby an extra duty of ten annas per maund was levied on all salt sold from the mines, and the Raja was required to pay to the British Government such proportion of the revenue, realised from the new duty, as the quantity of Mandi salt imported into British territory might from time to time bear to the total sales of the Mandi salt. A customs establishment for registering the sale and destination of the salt was stationed at the mines. In 1878 it was decided that the British share of the duty should be realised in a lump sum: and the ratio of the share of Government to that of the Mandi State was fixed at 2 to 1, which was believed to be the ratio between Mandi salt consumed in British territory and Mandi salt consumed elsewhere. In 1884 a further modification was introduced, by which the duty was reduced to 6 annas per maund, and an arrangement was made for its variation in future, in the proportion of 1 to 5 to any variation of the duty in British India. It was also a condition that the price should not be reduced without the previous sanction of the British Government. In 1922 a fresh arrangement for 5 years was made, under which the Darbar paid Rs. 19,000 annually to the British Government in lieu of their two-thirds share of the duty, and all British control over the industry and sale price of salt was withdrawn. This arrangement expired on the 1st July 1927, and the question of its renewal is under consideration.

In 1885 the Raja leased to the British Government the right to collect drift and waif timber on the river Beas in Mandi territory for a period of five years on a payment of Rs. 500 a year. The lease was renewed periodically for varying terms, with slight modifications. The last lease expired on the 31st August 1925, and the question of its renewal is under consideration.

Bijai Sen died in 1902, leaving no legitimate issue; but his illegitimate son Bhawani Sen was allowed to succeed and was installed in October 1903. For two years after his accession he was assisted by a European Superintendent from the Indian Civil Service, who was withdrawn in 1905, when full powers were conferred on the Raja.

In May 1909 there was a serious disturbance in Mandi, but the arrival of troops from Simla quickly restored order.

Bhawani Sen died in February 1912, leaving no heir, natural or adopted. His nearest male relative, the present Raja Jogindra Sen, born on the 20th August 1904, was selected to succeed him, and was installed on the 28th April 1913. During his minority the State was administered by a Superintendent.

In 1923 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook at the same time responsibility for the internal security of the State.

Raja Jogindar Sen was invested with full ruling powers on the 13th February 1925, and received a Sanad (No. LXXXIII) removing the existing restrictions on the Ruler's power to inflict capital sentences.

In 1925 the Darbar gave Government a 99-years' lease (No. LXXXIV) of certain land and water rights in connection with the Punjab Hydro-Electric Scheme.

The area of Mandi is 1,200 square miles; the population, according to the Census of 1921, 185,048; and the revenue approximately 10 lakhs. The State pays an annual tribute of one lakh.

Under the reorganisation scheme of January 1921 the authorised strength of the Mandi State Forces consists (December 1926) of—

Jogindar Lancers	21
Jogindar Infantry	153
State Band	27*

The State possesses 5 serviceable and 13 unserviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The State was in political relations with the Punjab Government through the Commissioner, Jullundur, until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

8. Bilaspur or Kahlur.

The Chief of this State belongs to a Rajput family said to have come from the Deccan. One of the sons of Harihar Chand, fourteenth in descent from the founder of the family, conquered Chamba, and Bilaspur was founded by Bir Chand, another son. Ajit Chand, twelfth in descent from Bir Chand, founded the State of Nalagarh, and bestowed it on his brother, Ajai Chand. The Raja of Kahlur had estates on both sides of the Sutlej, but the Sanad (No. LXXXV) given to Raja Maha Chand in 1815, after the expulsion of the Gurkhas, confirmed to him the Cis-Sutlej portion only. Kharak Chand died in 1839, and was succeeded by a collateral, Jagat Chand; the claims of an alleged posthumous son, Garab Chand, were rejected after a full enquiry. A second Sanad (No. LXXXVI) was granted to Kahlur in 1847 for its Trans-Sutlej territories, which up to that time had been subject to the Lahore Darbar. The abolition of transit duties was one of the conditions of this Sanad: and the Raja's application for compensation was rejected

* Not yet organised.

by the Governor-General, partly on the ground that the Kahlur State, owing to the transfer of its Trans-Sutlej possessions to the British Government, no longer had to pay tribute, amounting to about Rs. 4,000, to the Lahore Darbar. The Raja pays no tribute to the British Government, but is bound to render feudal service.

In 1850, at the request of Raja Jagat Chand, the administration was made over to his grandson, Hira Chand. In acknowledgment of his services during the mutiny of 1857, Raja Hira Chand received, among other rewards, a khillat of the value of Rs. 5,000.

In 1862 the Ruler received a Sanad of Adoption (*see* Part I, Punjab, No. XVII).

In 1867 the request of Raja Hira Chand for the restoration of the parganas of Basse and Bachretu, which had originally belonged to the Kahlur family, was granted on condition of his paying an annual nazarana of Rs. 8,000. These parganas had been seized by Ranjit Singh in 1819, and conferred on the Majithia family. At the close of the first Sikh War, the grant was continued by the British Government to Laihna Singh Majithia for his life, and it lapsed at his death.

In 1867 the Ruler of Bilaspur was granted a permanent salute of 11 guns.

Hira Chand was succeeded in 1883 by his son Amar Chand, who died in 1889 and was succeeded by his son Bije Chand, during whose minority the administration was carried on by a Council of Regency. In 1893 Bije Chand was invested with full powers, the Council being kept on as a consultative body until 1899, when the Raja dismissed it. His constant absence from the State finally led, however, to his being deprived of his powers in 1903, when he was required to live outside the State, and the administration was placed under a manager. In 1908 he was permitted to return and resume the administration of the State.

On the outbreak of the Great War the Raja offered his personal services and the resources of his State to the British Government.

A Sanad removing the existing restriction on the Ruler's power to inflict capital sentences was granted (*see* No. LXXXIII) in 1922.

In 1925 Raja Bije Chand established a Council to carry on the administration of the State as, for reasons of health, he preferred to live in Benares. In 1927 the Government of India acceded to his request that he should be allowed to abdicate in favour of his son, the present Raja Anand Chand, born in 1913. During his minority the administration is carried on by a Council of Administration.

The area of the State is 448 square miles; the population, according to the Census of 1921, 98,000; and the revenue Rs. 3,23,286.

The State Forces consist (1926) of 80 Infantry, with 2 serviceable and 1 unserviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The State was in political relations with the Punjab Government through the Superintendent, Hill States, Simla, until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

9. MALER KOTLA.

This family came to India from Kabul. It was originally a brotherhood dividing the Estate among the several members in equal or unequal shares, according as the power and influence of the several branches might be predominant at the time of succession.

The ancestors of the present Chief occupied positions of trust in the Sirhind province under the Moghul Emperors, and gradually became independent as the Moghul dynasty sank into decay. The Chief of Maler Kotla joined Lord Lake, and the protection of the British Government was extended to him at the same time as to the Phulkian States. Nawab Sikandar Ali Khan succeeded his father Mahbub Ali Khan in 1858.

In 1862 the Ruler received an Adoption Sanad (No. LXXXVII).

In 1867 the Ruler of Maler Kotla was granted a permanent salute of 9 guns.

Sikandar Ali Khan died without male issue in 1871, having selected as his heir Ibrahim Ali Khan, the representative of one of the two extant branches of the family, descended from a common ancestor, Jamal Ali Khan. The choice was confirmed by the British Government and the State was placed under British management during the minority of the Nawab. He received full powers in 1878.

By family custom, in the case of a death without issue, the property was divided equally among the branches descended from Jamal Ali Khan, an extra share being allotted to the Chief. The near relations of the Nawab also exercised sovereign powers in their estates subject to a general subordination to the Nawab. These customs frequently gave rise to family dissensions and maladministration. On the succession of Nawab Ibrahim Ali Khan the opportunity was taken to determine that the Chief's holding should be divided into two portions: the share which he received as Chief, with all subsequent accretions, to remain undivided, or held by the Chief for the time being: and the other

portion to be divided according to family custom. It was further determined to limit to existing possessors the exercise of powers independent of the Chief.

In 1885, owing to the mental incapacity of the Nawab, the State was temporarily placed under the management of a Superintendent, subject to the control of the Commissioner of Delhi. On the death of the Superintendent in 1892, the management of the State was entrusted to the Nawab of Loharu.

From about 1809 to 1846 Maler Kotla had furnished from time to time a contingent of sowars for general duty. In 1846 the State was exempted from the operation of the rules then passed about the abolition of customs and the commutation of contingent service to a money payment. At the same time the number of sowars was fixed at 25. In 1892, in recognition of the formation of the Imperial Service Troops, the State was exempted from this liability.

The Maler Kotla Imperial Service Sappers and Miners served in the Tirah Campaign of 1897 and in the China Campaign of 1900-1901. In 1899 the State entered into an Agreement (*see* No. XXI) for the control and discipline of its Imperial Service troops when serving beyond its frontiers: and in 1900 joined the other States in the Punjab supplying Imperial Service troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another.

In 1899 the Jind and Maler Kotla Darbars concluded an Agreement (*see* No. XLIX) for the construction, maintenance and working of the Ludhiana-Dhuri-Jakhal Railway by the North Western Railway. In the same year the Maler Kotla Darbar ceded (No. LXXXVIII) jurisdiction over lands in the State occupied by the railway.

In 1903 Ibrahim Ali Khan's elder son Ahmad Ali Khan was given the powers of the Superintendent, the Nawab of Loharu being retained as his adviser. In 1905 he was given full control as Regent, and the Nawab of Loharu's services were withdrawn.

Ibrahim Ali Khan died on the 23rd August 1908 and was succeeded by his son the present Nawab Ahmad Ali Khan.

In 1909 Nawab Ahmad Ali Khan was granted a personal salute of 11 guns.

On the outbreak of the Great War the Nawab offered the resources of his State to the British Government: and the Maler Kotla Sappers and Miners served in France and Iraq.

In 1917 the permanent salute of the Ruler of Maler Kotla was increased to 11 guns.

A Sanad (*see* No. LXXXIII) removing the existing restrictions on the Ruler's power to inflict capital sentences was granted in 1922.

In 1923 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook at the same time responsibility for the internal security of the State.

In the same year a supplementary Agreement (*see* No. LVI) was concluded with the Jind and Maler Kotla Darbars for the working of the Ludhiana-Dhuri-Jakhal Railway.

The area of Maler Kotla is 167 square miles; the population, according to the Census of 1921, 80,322; and the revenue 15 lakhs.

The Ruler receives compensation from Government amounting to Rs. 2,500 a year in perpetuity, on account of loss of revenue caused by the abolition of customs duties.

Under the reorganisation scheme of January 1921 the authorised strength of the Maler Kotla State Forces consists (December 1926) of—

Lancers	40
Infantry	226
Sappers—	
Headquarters	16
Field Company	295

The following other State forces are maintained:—

Armed Police	100
Artillery	50
Military Transport	80

The State possesses 8 serviceable and 5 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

In 1921, on the establishment of the Punjab States Agency, the State was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

10. Faridkot.

The territory of the Faridkot State consists of two portions, Faridkot proper and Kot-Kapura. It is situated to the south-west of the Ferozepore district, and borders to the south-east on Patiala. The Chief belongs to the Barar Jat tribe, one of whom, named Bhallan, acquired great influence in the time of the Emperor Akbar. His nephew built the fort of Kot-Kapura, and made himself an independent ruler. Early in the nineteenth century the Kot-Kapura pargana was seized by the Lahore Diwan, Mohkam Chand: and after the Sikh war of 1846 it was confiscated by the British Government. But, in reward for his attachment to the British cause and for the aid he rendered to the British forces at Mudki during the Sutlej campaign in 1845-46, the Chief, Pahar Singh, was granted a khillat and the rank of Raja; the

ancestral Estate of Kot-Kapura was restored to him in jagir; and he was granted half the territory which had been confiscated from the Raja of Nabha.

In lieu of customs abolished, the British Government agreed to pay to the Raja the annual sum of Rs. 2,000: and at the same time, as there were many rent-free holdings in the Kot-Kapura Estate which would lapse to the British Government, an arrangement was made by which each rent-free holding, as it lapsed, was made over to the Raja, and a corresponding reduction was made in the amount of compensation for customs. After holdings to the value of Rs. 2,000 had been made over to the Raja, he was permitted to purchase the remainder, as each lapse occurred, for a cash payment of twenty times the annual revenue.

Pahar Singh died in 1849, and was succeeded by Wazir Singh.

From about 1809 to 1846 Faridkot had furnished from time to time a contingent of sowars for general duty. In 1846 the State was exempted from the operation of the rules then passed about the abolition of customs and the commutation of contingent service to a money payment. At the same time the number of sowars was fixed at 10. For Raja Wazir Singh's services during the mutiny he was exempted altogether from this service: and, among other rewards, he was also given an increase to his khillat and certain honorary additions to his title.

In 1862 the Ruler received a Sanad of Adoption (*see* Part I, Punjab, No. XVII).

In 1863 the Raja was granted a Sanad (No. LXXXIX), similar in some respects to those granted in 1860 to the Phulkian Chiefs, but differing from them in that it conferred no new rights or privileges on the Raja, but merely guaranteed and confirmed those which he then enjoyed.

In 1867 the Ruler of Faridkot was granted a permanent salute of 11 guns.

Wazir Singh died in 1874 and was succeeded by his only son Bikram Singh.

Faridkot State troops served in the Afghan War of 1878.

In 1886 a Postal Convention (*see* No. XI) was concluded. This was revised (*see* No. XCV) in 1896.

The services of the Imperial Service Sappers and Miners were offered for the Tirah Campaign of 1897; but, as military arrangements had been completed, the Government of India were unable to accept the offer.

Bikram Singh died in 1898, and was succeeded by his son Balbir Singh. It was made a condition of his installation that he should for five years act under the immediate control of the Commissioner of Jullundur in certain matters, such as the appointment of high officials.

In 1899 the Raja signed an Agreement (No. XC) ceding full jurisdiction over the lands in the State occupied by the Rewari-Ferozepore Railway. This cession had originally been made in 1884, and the Agreement signed in 1899 was in a revised form. In 1899 the State entered into an Agreement (*see* No. XXI) for the control and discipline of its Imperial Service troops when serving beyond its frontiers: and in 1900 agreed, with the other Punjab States supplying Imperial Service troops, to the mutual surrender of deserters, other than officers, escaping from one State to another.

In 1901, in compliance with the expressed desire of the Government of India to bring about the unification of the postal system throughout India, the Raja agreed to the cancellation of the Postal Convention and the transfer of the postal arrangements in the State to the British Government.

In the same year Balbir Singh, having no issue of his own, adopted his nephew Brij Indar Singh, but his succession was conditional on the Raja having no legitimate son of his own body.

In 1905 the Government of India approved of the permanent adoption of rules regulating the extradition of criminals between Faridkot and Bikaner, which had been tentatively introduced in 1903.

Balbir Singh died in 1906, and was succeeded by Brij Indar Singh, during whose minority the administration of the State was conducted by a Council of Regency until 1914, and subsequently by a Superintendent who held charge of the State for two years.

On the outbreak of the Great War the State offered its Imperial Service Sappers and Miners, and they served in British East Africa.

Brij Indar Singh was invested with full powers in 1916. He died on the 23rd December 1918, and was succeeded by his son the present Raja Har Indar Singh, born on the 29th January 1915. During his minority the administration was carried on by a Council of Regency until February 1921, when it was replaced by the present Council of Administration.

In 1922 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook at the same time responsibility for the internal security of the State, including the stretch of the North Western Railway line which passes through the State.

A Sanad (*see* No. LXXXIII), removing the existing restriction on the Ruler's power to inflict capital sentences, was granted in 1922.

In 1928 an Agreement (No. XCI) was executed between the British Government and the Faridkot Darbar for the supply of canal water for the storage tank at Kot-Kapura in the Faridkot State. In 1929 this Agreement was renewed for another year.

The area of the State is 642 square miles; the population, according to the Census of 1921, 150,661; and the revenue 17 lakhs.

The State pays no tribute to the British Government.

Under the reorganisation scheme of January 1921 the authorised strength of the Faridkot State Forces consists (December 1926) of—

Body Guard Cavalry	27
Infantry	112
Band	35
Sappers—Headquarters	8
Field Company Sappers and Miners	129

The following other State forces are maintained:

Armed Police	108

The State possesses 4 serviceable and 2 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

In 1913 the State was removed from the charge of the Commissioner, Jullundur Division, and included in the newly established Bahawalpur Agency. This Agency was abolished in 1921 on the establishment of the Punjab States Agency, when the State was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

11. Chamba.

This ancient Hindu Rajput principality came into the possession of the British Government in 1846, when part of it was made over to Maharaja Gulab Singh of Kashmir.

By an agreement with the Maharaja of Kashmir in 1847 (*see* Vol. XII, Kashmir), Chamba came again entirely under the British Government: and a Sanad (No. XCII) was given to the Raja, Sri Singh, assigning the Chamba territory to him and to his heirs male. In case of his decease without legitimate male issue, his brothers were to succeed in order of seniority.

In 1854 the Raja made over the sanitarium of Dalhousie in return for a remission of Rs. 2,000 from the yearly tribute, which then stood at Rs. 10,000. In 1867 a further remission of Rs. 5,000 a year was made in compensation for lands taken up for military purposes. Subsequent acquisitions and modifications of the land required for military use in 1909, 1912 and 1923 resulted in a further reduction of the tribute, which now stands at Rs. 2,307-4-0 per annum.

In 1862, at the request of the Raja, who had become deeply involved in debt, a British officer was appointed Superintendent.

In the same year the Ruler received a Sanad of Adoption (*see* Part I, Punjab, No. XVII).

In 1864 the Raja leased (No. XCIII) all his forests to Government.

In 1867 the Ruler of Chamba was granted a permanent salute of 11 guns.

Sri Singh died without issue in 1870, and, as by the terms of the Sanad the succession, in default of legitimate heirs, devolved upon the eldest surviving brother, his half-brother Gopal Singh was recognised as Chief, to the exclusion of the younger brother Suchet Singh, who claimed the Chiefship on the ground of his being the full brother of Sri Singh.

In 1872 the forest lease of 1864 was revised (No. XCIV).

In 1873 Gopal Singh abdicated in favour of his minor son Sham Singh. Suchet Singh renewed his claims, but they were again rejected. Gopal Singh died in 1895.

During Sham Singh's minority the administration was carried on by a British officer in concert with officials of the State. In 1884 Sham Singh was invested with full powers, on condition of his appointing a suitable Wazir and conforming to the advice of the Superintendent. The Superintendent was withdrawn in 1885.

A Postal Convention (*see* No. XI), was concluded in 1886. This was revised (No. XCV) in 1896.

In 1903 Sham Singh, who had no issue, abdicated, dying two years later. He was succeeded by his brother Bhure Singh, who had conducted the administration of the State on his behalf for some time previously.

In 1905 the forest lease of 1864, which had been renewed in 1884, was again renewed (No. XCVI), with some modifications, for a further period of 20 years: but in 1908 the control of the State forests was, as an experimental measure, restored to the Darbar for a period of five years on certain conditions, the provisions of the lease of 1905 being held in abeyance for that period. The experiment was successful: and in 1913 the Government of India sanctioned the permanent restoration to the Raja of control of his forests, subject to the continuance of the existing conditions.

On the outbreak of the Great War the Raja offered his personal services and the resources of his State to the British Government.

Bhure Singh died in September 1919 and was succeeded by his elder son the present Raja Ram Singh, born in 1890.

A Sanad removing the existing restriction on the Ruler's power to inflict capital sentences was granted (*see* No. LXXXIII) in 1922.

In June 1922, owing to the ill-health of the Raja, the administration of the State was temporarily placed in the charge of his brother, Mian Kesri Singh; but the Raja resumed charge of the administration in September 1923. He is assisted by a British Adviser.

In 1923 the Darbar joined the scheme for the reorganisation of the Indian State Forces, and undertook responsibility for the internal security of the State including the protection of communications.

The area of the State is 3,216 square miles; the population, according to the Census of 1921, 141,867; and the revenue about 7 lakhs.

Under the reorganisation scheme of January 1921 the authorised strength of the Chamba State Forces consists (December 1926) of—

Cavalry	16
Infantry	200

The State possesses 3 serviceable and 4 unserviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The State was in political relations with the Punjab Government through the Commissioner of Lahore until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

12. SUKET.

This ancient Hindu Rajput principality came into the possession of the British Government by the Treaty of Lahore. In October 1846 the State was granted (No. XCVII) to Raja Ugar Sen, who had tendered his allegiance to the British Government at Bilaspur in February 1846.

In 1862 the Ruler received a Sanad of Adoption (*see* Part I, Punjab, No. XVII).

In 1867 the Ruler of Suket was granted a permanent salute of 11 guns.

Ugar Sen died in 1875, and was succeeded by his son Rudar Sen, who was deposed in April 1878 for proved incapacity to govern, and died in 1886. He was succeeded by his son Dusht Nikandan Sen, during whose minority the administration was carried on by a Council of Regency, assisted by a Government official as Manager. He received full ruling powers in 1884.

The administration of Dusht Nikandan Sen was so unsatisfactory as to call for the interference of the Punjab Government. In 1892 he was given a year's trial to enable him to retrieve his position as a ruler, and at his own request an Assistant Commissioner was deputed to act

as his counsellor and adviser during that period. The Raja's control was restored in 1893, subject to the condition that the appointment of a Wazir should not be made without the consent of the Commissioner. The State was for a time under the immediate political charge of the Assistant Commissioner, Kulu, acting as Political Assistant to the Commissioner of Jullundur: and in 1902 this arrangement was restored, the condition regarding the appointment of a Wazir being withdrawn at the same time.

Dusht Nikandan Sen died in 1908 and was succeeded by his eldest son Bhim Sen. On the outbreak of the Great War Raja Bhim Sen offered his own services, and the State contributed gifts to the value of nearly 2 lakhs. He died on the 12th October 1919 and was succeeded by his brother the present Raja Lakshman Sen, born in 1894.

A Sanad (*see* No. LXXXIII), removing the existing restriction on the Ruler's power to inflict capital sentences, was granted in 1922.

In December 1924 a rebellion took place which necessitated the despatch of troops from Dharamsala to restore order. The Raja retired from the State and the administration was entrusted to the Agent to the Governor-General, Punjab States. A loan of a lakh of rupees was given by the Government of India to restore the finances of the State. Raja Lakshman Sen returned to Suket in June 1925, and resumed the administration of the State on certain conditions.

The area of the State is 420 square miles; the population, according to the Census of 1921, 54,328; and the revenue Rs. 2,25,000.

The Ruler pays an annual tribute of Rs. 11,000 to the British Government.

The military forces of the State consist (1926) of 3 Cavalry and 34 Infantry.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

The State was in political relations with the Punjab Government through the Commissioner, Jullundur, until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

13. LOHARU.

Ahmad Bakhsh Khan, the founder of the family, was a vakil of the Raja of Alwar. For his services in the negotiations between Alwar and Lord Lake, he received in 1806 Loharu in perpetuity from the Raja, and (No. XCVIII) the pargana of Firozpur in the Gurgaon district from Lord Lake, on condition of fidelity and military service. He died in

1827 and was succeeded by his son Shams-ud-Din Khan, who was executed in 1835 for the murder of Mr. Fraser, the Agent at Delhi. The Firozpur pargana was confiscated, and the Loharu pargana was made over to Amin-ud-Din Khan and Zia-ud-Din Khan, the brothers of Shams-ud-Din. Owing to disputes between the brothers, the younger was deprived of all share in the management of the State, and a fixed allowance of Rs. 18,000 a year was assigned to him.

In 1847 Zia-ud-Din Khan preferred a claim, which was finally disallowed, to be entrusted with the management of the State, or to have half of it separated off to himself. These two brothers remained in Delhi during the siege in 1857. After its capture they were put under surveillance, but were eventually released and restored to their position.

In 1862 the Ruler of Loharu received a Sanad of Adoption (*see* Part I, Punjab, No. XXII).

Amin-ud-Din Khan died in 1869 and was succeeded by his son Ala-ud-Din Ahmad Khan. Claims put forward by Zia-ud-Din Khan to the right to manage the State were again negatived. In 1874 the hereditary title of Nawab was conferred (No. XCIX) on the Ruler of Loharu.

Ala-ud-Din Ahmad Khan's extravagance involved the State in debt. In 1878 Government granted a loan of Rs. 23,000, and in 1882 a further loan of Rs 95,000, with which the Commissioner of Hissar settled the claims of all concerned. One of the conditions on which the second loan was granted was that Ala-ud-Din Ahmad Khan should live out of Loharu, the management of the State being vested in his eldest son.

In 1883 the Government of India sanctioned the introduction of extradition rules between Loharu and the States of Jaipur and Bikaner, similar to those then in force between the Jaipur and Patiala States.

Ala-ud-Din Ahmad Khan died in 1884 and was succeeded by his eldest son Amir-ud-Din Ahmad Khan. From 1893 to 1902 he was Superintendent of the Maler Kotla State. During his absence the management of the Loharu State was entrusted to his younger brother Sahibzada Aziz-ud-Din Ahmad Khan.

In order to pay off the debts of the State the Government of India sanctioned in 1907 a loan of Rs. 3,11,000 from the Mamdot Estate: and the financial control of the State was placed in the hands of Aiz-ud-Din Ahmad Khan, the heir-apparent.

In 1903 Nawab Amir-ud-Din Ahmad Khan was granted a personal salute of 9 guns: and in 1918 the Ruler of Loharu was granted a permanent salute of 9 guns.

In April 1920 Nawab Amir-ud-Din Ahmad Khan abdicated at his own request, retaining the title and his salute of 9 guns as a personal distinction. He was succeeded by his son Aiz-ud-Din Ahmad Khan,

In 1922 the State joined the scheme for the reorganisation of the Indian State Forces, and also undertook responsibility for the internal security of the State.

A Sanad removing the existing restrictions on the Ruler's power to inflict capital sentences was granted (*see* No. LXXXIII) in 1923.

Aiz-ud-Din Ahmad Khan died on the 30th October 1926 and was succeeded by his son the present Nawab Amin-ud-Din Ahmad Khan, born on the 23rd March 1911. During his minority the administration of the State is conducted by a Council of Regency, with his grandfather the ex-Nawab Amir-ud-Din Ahmad Khan as Regent.

The area of the State is 222 square miles; the population, according to the Census of 1921, 20,621; and the revenue Rs. 1,13,500.

Under the reorganisation scheme of January 1921 the authorised strength of the Loharu State Forces consists (December 1926) of—

Infantry	30*
Camel Corps	30

The following other State forces are maintained:

Cavalry	13
Armed Police	10

The State possesses 2 serviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

Until 1911 the State was in political relations with the Punjab Government through the Commissioner of Delhi. It was then transferred to the Commissioner of Ambala until the establishment of the Punjab States Agency in 1921, when it was placed in direct relations with the Government of India through the Agent to the Governor-General, Punjab States.

---

* Not yet organised.

No. I.

TRANSLATION of an ITTILAH-NAMEH addressed to the CHIEFS of the country of MALWA and SIRHIND on this side of the River Sutlege (3rd May 1809).

It is clearer than the sun, and better proved than the existence of yesterday, that the detachment of British Troops to this side of the Sutlege was entirely in acquiescence to the application and earnest entreaty of the Chiefs, and originated solely through friendly considerations in the British to preserve the Chiefs in their possessions and independence. A Treaty having been concluded on the 25th April 1809 between Mr. Metcalfe on the part of the British Government and Maharaja Runjeet Sing agreeably to the orders of the Right Honorable the Governor-General in Council, I have the pleasure of publishing, for the satisfaction of the Chiefs of the country of Malwa and Sirhind, the pleasure and resolutions of Government contained in the seven following Articles:—

ARTICLE 1.

The country of the Chiefs of Malwa and Sirhind having entered under the protection of the British Government, in future it shall be secured from the authority and control of Maharajah Runjeet Sing, conformably to the terms of the Treaty.

ARTICLE 2.

The country of the Chiefs thus taken under protection shall be exempted from all pecuniary tribute to the British Government.

ARTICLE 3.

The chiefs shall remain in the exercise of the same rights and authority within their own possessions, which they enjoyed before they were taken under the British protection.

ARTICLE 4.

Whenever a British Force, for purposes connected with the general welfare shall be judged necessary to march through the country of the said Chiefs, every Chief shall, within his own possession, assist and furnish the British Force, to the full of his power, with supplies of grain and other necessaries which may be demanded.

ARTICLE 5.

Should an enemy approach from any quarter for the purpose of conquering this country, friendship and mutual interest require that the Chiefs join the British Army with their forces, and, exerting themselves in expelling the enemy, act under discipline and obedience.

ARTICLE 6.

Any European articles brought by merchants from the eastern districts, for the use of the army, shall be allowed to pass by the thanadars and sirdars of the several districts belonging to the Chiefs without molestation or the demand of duty

ARTICLE 7.

All horses purchased for the use of the Cavalry Regiments, whether in Sirhind or elsewhere, the bringers of which being furnished with sealed rahdarees from the Resident at Delhi, or Officer Commanding at Sirhind, the several Chiefs shall allow such horses to pass without molestation or the demand of duty.

No. II.

PROCLAMATION addressed to the SIKH SIRDARS, etc., 22nd August 1811.

On the 3rd of May 1809 an Ittalah-nameh, comprised of seven Articles, was issued by the orders of the British Government, purporting that the country of the Sirdars of Sirhind and Malwa, having come under their protection, Rajah Runjeet Sing, agreeably to Treaty, had no concern with the possession of the above Sirdars; that the British Government had no intention of claiming peshcush or nuzzuranah, and that they should continue in the full control and enjoyment of their respective possessions. The publication of the above Ittalah-nameh was intended to afford every confidence to the Sirdars that they had no intention of control and that those having possession should remain in full and quiet enjoyment thereof.

Whereas several zemindars and other subjects of the Chiefs of this country have preferred complaints to the officers of the British Government, who, having in view the tenor of the above Ittalah-nameh, have not attended, and will not in future pay attention to them; for instance, on the 15th June 1811, Dellawer Ali Khan, of Samana, complained to the Resident of Delhi against the officers of Rajah Saheb Sing, for jewels and other property said to have been seized by them, who, in reply, observed: "that the cusba of Samana, being in the omaldery of Rajah Saheb Sing, this complaint should be made to him;" and also on the 12th July 1811, Dussownda Sing and Goormook Sing complained to Colonel Ochterlony, Agent to the Governor-General, against Sirdar Churrut Sing, for their shares of property, etc.; and in reply, it was written on the back of the urzee, that "since during the period of three years no claim was preferred against Churrut Sing by any of his brothers, nor even the name of any co-partner mentioned, and since it was advertised in the Ittalah-nameh, delivered to the Sirdars, that every Chief should remain in the quiet and full possession of his domains, their petition could not be attended to." The insertion of these answers to complaints is intended as examples, and also that it may be impressed on the minds of every zemindar and other subjects that the attainment of justice is to be expected from their respective Chiefs only, that they may not, in the smallest degree, swerve from the observance of subordination. It is therefore highly incumbent upon the Rajahs and other Sirdars on this side of the River Sutlege that they explain this to their respective subjects and court their confidence; that it may be clear to them that complaints to the officers of the British Government will be of no avail, and that they consider

their respective Sirdars as the source of justice, and that of their free will and accord they observe uniform obedience.

And whereas, according to the first proclamation, it is not the intention of the British Government to interfere in the possessions of the Sirdars of this country, it is nevertheless, for the purpose of ameliorating the condition of the community, particularly necessary to give general information, that several Sirdars have, since the last incursion of Rajah Runjeet Sing, wrested the estates of others, and deprived them of their lawful possession, and that in the restoration they have used delays until detachments from the British Army have enforced restitution, as in the case of the Ranee of Jeera, the Sikhs of Cholian, the talooks of Karowley and Chehloundy, and village of Cheeba ; and the reason of such delays and evasions can only be attributed to the temporary enjoyment of the revenues, and subjecting the owners to irremediable losses. It is therefore by order of the British Government, hereby proclaimed, that if any of the Sirdars or others have forcibly taken possession of the estates of others, or otherwise injured the lawful owners, it is necessary that, before the occurrence of any complaint, the proprietor should be satisfied, and by no means to defer the restoration of the property ; in which, however, should delays be made, and the interference of the British authority become requisite, the revenues of the estate, from the date of the ejection of the lawful proprietor, together with whatever other losses the inhabitants of that place may sustain from the march of troops, shall, without scruple, be demanded from the offending party ; and for disobedience of the present orders, a penalty, according to the circumstances of the case and of the offender, shall be levied, agreeably to the decision of the British Government.

D. OCHTERLONY,
Agent to Governor-General.

Loodiana, 22nd August 1811.

No. III.

SUNNUD to RAJAH KURRUM SING of PUTTEALA for PERGUNNAHS MAHEELEE, etc , under the Seal and Signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL,—1815.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Kurrum Sing was forward to afford the co-operation of his troops during the late contest, therefore the present Sunnud is granted, conferring on the said Rajah Kurrum Sing and on his heirs for ever, the Pergunnahs of Maheelee, Kuljoun, Bunthoora, Koosalla, Chubrote, Kehmullee, Baddayheer, Sangur, Toorasutgowa, Jaubul, and Pallakotee, together with the saeer duties of the same, and all the rights and appurtenances belonging to them in exchange for a nuzzuranah of the sum of one lakh and fifty thousand Rupees ; and the said sum having been paid into the Company's Treasury by kists, as agreed upon

nothing further shall ever be demanded on this account. The British Government will always protect and support the said Rajah and his heirs in the possession of this territory. The Rajah, considering this Sunnud a legal and valid instrument, will immediately take possession of the aforesaid lands, but he must not encroach on any lands beyond the acknowledged limits of the pergunnahs enumerated. In case of war, the Rajah must, on the requisition of the British authorities, furnish armed men and Begarees to join the detachment of British Troops, which may be stationed for the protection of the hill country. He will omit no exertion to do justice, and to promote the welfare and happiness of the ryots; while they, on their part, considering the said Rajah as their true and rightful lord, must obey him accordingly, and pay their revenues punctually, and be always zealous to promote the cultivation of their lands, and to testify their loyalty and obedience.

20th October 1815.

No. IV.

SUNNUD to RAJAH KURRUM SING of PUTTEALA for the THAKOORAEE of BUGHAUT and JUGGUTGURH, under the Seal and Signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL,—1815.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Kurrum Sing was forward in affording the co-operation or his troops during the late contest; Wherefore, by order of the Right Honorable the Governor-General, the present Sunnud is granted to the said Rajah, conferring on him and on his heirs for ever: *1st*—The Pergunnah of Bughaut and the City of Taksal with the first Fort at Sookchinepoor; and the second Fort at the end of the Bazar of Taksal, and the Fort of Tharoogurh; and Pergunnah Parleek-har with the Fort of Ajeergurh; and Pergunnah Keeateen with the Fort of Rajgurh; and Pergunnah Lucherang and Pergunnah Berowlee; and together with these Pergunnahs and the five Forts specified, saeer collection amounting to one thousand eight hundred Rupees, the whole forming a portion of the Thakooraee of Bughaut; also, *2ndly*—The Fort of Juggutgurh with the Pergunnah Juggutgurh and its dependencies, forming a portion of Sirmore, together with all the rights and appurtenances belonging thereto, in exchange for the sum of Rupees 1,30,000 and the said sum having been paid at the Company's treasury, no further demand will ever be made on the Rajah on this account. The British Government will always protect and support the said Rajah in possession of the said lands and the Rajah taking possession of the aforesaid lands shall not encroach on the possession of another. In case of war, the troops stationed by the Rajah for the protection of the said land shall be sent to join the British Forces. The Rajah will promote the welfare of his ryots, and the ryots on their part, etc. (*As in preceding sanad.*)

20th October 1815.

No. V.

SUNNUD to the MAHARAJAH of PUTTEALA, dated 22nd September 1847.

The Right Honorable the Governor-General having resolved to bestow certain lands on the Rajah of Putteala as a mark of consideration for his attachment and services to the British during the late war with the Lahore State, and the Rajah of Putteala having requested that he may at the same time receive a renewed assurance of protection and guarantee of his rights in his former possessions, the Governor-General is pleased to confer this assurance in the form of a Sunnud or Grant as follows, in order that the Maharajah and his successors after him may, with perfect confidence, continue to exercise the same rights and authority in his possessions as heretofore.

The Maharajah's ancient hereditary estates, according to annexed schedule,* shall continue for ever in the possession of himself and his successors, with all Government rights thereto belonging of Police jurisdiction and collection of revenue as heretofore. The Maharajah's chaharumians, feudatories, adherents and dependants will continue bound in their adherence and obligations to the Rajah as heretofore. His Highness will exert himself to do justice and to promote the welfare and happiness of his subjects, while they on their part, considering the Rajah as their true and rightful lord, must obey him and his successors accordingly, and pay the revenue punctually, and be always zealous to promote the cultivation of their lands, and to testify their loyalty and obedience. The Maharajah has relinquished for himself and his successors for ever all right to levy excise and transit duties which have been abolished throughout the Putteala territory. His Highness also binds himself and his successors to the suppression of suttee, infanticide, and slave-dealing within his territories. If, unknown to the Maharajah's authorities, any persons should be guilty of these acts, the Maharajah's authorities will on conviction punish them with such severity as to deter others. The British Government will never demand from the Maharajah and his successors and their dependants above named anything in the way of tribute or revenue or commutation in lieu of troops, or otherwise, for the reason that His Highness will ever continue as heretofore sincerely devoted to the service and interests of the British. The British authorities will not entertain complaints of the Maharajah's subjects or dependants, or interfere with the Maharajah's authority. Should an enemy approach from any quarter to this side the Beas or Sutlej for the purpose of conquering this country, the Rajah will join the British Army with his forces and exert himself in expelling the enemy and act under discipline and obedience, and in time of war place the resources of his country at the disposal of the British Government. His Highness engages to have made and to keep in repairs, through his own officers, the military roads through his territory, for the passage of British troops from Umballa and other stations to Ferozepore, of a width and elevation to be determined on by the Engineer Officer charged with the duty of laying down the roads. His Highness will also appoint encamping grounds for British troops at the different stages which shall be marked off, so that there be no claims made hereafter on account of damaged crops.

* Not reproduced.

No. VI.

TRANSLATION of a SANAD regarding possession of territory granted to the MAHARAJA of PATIALA, by His Excellency the Viceroy and Governor-General of India, dated the 5th May 1860.

Whereas since the day of the rise of the sun of the everlasting British Empire and supremacy in this country of India, the acts of loyalty and devotion to Government of Farzand-i-khas-i-Daulat-i-Inglisia, Mansur-i-Zaman, Amir-ul-Umara, Maharaja Dhiraj, Rajesar Sri Maharaja Rajagan Naraindar Singh Mahindar Bahadur and ancestors and predecessors of the said Maharaja on occasions of war and battle, etc., have become fully conspicuous; accordingly as a reward for these good services and aid and assistance with troops and supplies, etc., they have always been distinguished and exalted by the powerful British Government by being granted territory and titles and raised in degrees of honour and dignity. Particularly in the year 1857 A.D. during the days of the insurrection and mutiny of wretched persons the Maharaja Sahib Mahindar Bahadur rendered and displayed worthy and conspicuous services which surpassed his previous achievements. Therefore, in recognition of such approved services, the powerful British Government, by way of Royal favour and kindness, has conferred on the Maharaja Sahib Mahindar Bahadur, some territory and additional title for generation after generation and descendant after descendant. The Maharaja Sahib Bahadur has applied for a renewal of the *sanad* regarding his ancestral territory as well as that granted to him previously and now by the powerful Government. In view of this His Excellency the Viceroy and Governor-General is pleased to approve of the grant of the present *sanad* by way of treaty with the conditions entered below as a memorable document :—

CLAUSE I.

According to the list annexed to this Sanad, the Maharaja Sahib Bahadur and his successors will, in the present and future time, exercise sovereignty, with peace of mind and in perfect security, in accordance with ancient custom, over his ancestral possessions and the dominions bestowed on him by the British Government and consider the territory granted to him by the British Government in recognition of his good services as his ancestral territory with all powers and rights, internal and external. All powers great and small, administrative and criminal and in respect of the produce of revenue, etc., will, as heretofore, remain permanently vested in the power and control of the Maharaja Sahib Bahadur and his successors generation after generation and descendant after descendant, in present and in future for ever and in perpetuity; and (his) brothers, Zaildars, Chaharumians (persons entitled to a fourth share), feudatories, Jagirdars and dependants will, according to old custom, obey the orders and commands of the Maharaja Sahib Bahadur and his successors.

CLAUSE II.

The powerful British Government will not demand or exact anything on account of *nazarana*, land revenue, administrative or criminal cesses, compensation

on account of troops, etc., or on any other plea whatever, in the present or future, from the Maharaja Sahib Mahindar Bahadur, his successors, dependants, brothers, Zaildars, Jagirdars, Chaharumians or feudatories except as provided in Clause III.

CLAUSE III.

As an additional Royal favour and having regard to the loyalty and devotion of the Maharaja Sahib Mahindar Bahadur the powerful Government desires that this territory should always remain under the sovereignty of this family. Therefore the power of adoption is granted for ever to the said Maharaja Sahib and his successors so that in case there is no lineal descendant, they may, for the purpose of perpetuating the line of Chiefship, adopt a successor, according to their own choice from among the descendants of the Phulkian family. The powerful Government cordially accepts and agrees to this. The powerful Government also grants permission that in case—may God forbid—the Maharaja on the *masnad* should suddenly die, without leaving a lineal descendant or an adopted successor, the Raja Sahib of Jind and the Raja Sahib of Nabha, in concert with the Commissioner Sahib Bahadur, may select a successor from among the Phulkian family and place him on the *masnad*. In that case *nazarana* to the extent of one-third of the income of the State for one year will be paid into the treasury of the British Government by the Patiala State.

CLAUSE IV.

In the year 1847, an agreement regarding the infliction of capital punishment after reference to the Commissioner Sahib Bahadur and the prevention of female infanticide, *sati* and slavery, etc., was obtained from the said Maharaja Sahib. That is now cancelled, and absolute power by all means regarding the infliction of capital punishment, etc., in his territory, according to old custom, is granted to the Maharaja Sahib Mahindar Bahadur and his successors. Similarly with regard to punishing subjects of the powerful British Government, committing crime and apprehended in the territory of the Patiala State, the Maharaja Sahib Mahindar Bahadur and his successors are granted power in accordance with the provisions of the despatch No. 3, dated 1st June 1836, from the Hon'ble Court of Directors at the capital, London. The Maharaja Sahib Bahadur will exert himself by every possible means in promoting the welfare of his people and the happiness of his subjects and redressing the grievances of the oppressed and injured in the proper way. He will prevent in his territory female infanticide, *sati* and slavery, which are opposed to the principles of justice and equity towards the people, in accordance with the provisions of the former sanad. In the event of any person at any time committing the above mentioned prohibited crimes without the knowledge of the officials of the Maharaja Sahib Bahadur, the latter will inflict deterrent punishment on him.

CLAUSE V.

The Maharaja Sahib and his successors will never fail in their faithful and devoted obedience to the Empress, Queen of England, and her successors.

CLAUSE VI.

If at any time any hostile troops with mischievous intention should appear in his neighbourhood from any side or direction, the Maharaja Sahib Bahadur will along with his existing force sincerely and loyally co-operate with the English in repelling them in accordance with past practice. He will exert himself, to the utmost of his resources, in providing supplies, grains, etc., and transport according to the requisitions of British officers.

CLAUSE VII.

Complaints against the Maharaja Sahib from his subjects, Muafidars, Jagirdars, dependants, brothers and servants, etc., will on no account be listened to by the powerful British Government.

CLAUSE VIII.

With regard to internal management and the affairs of brothers, household and relatives, the rules and arrangements made by the Maharaja Sahib Mahindar Bahadur will always be respected and not interfered with by the powerful British Government.

CLAUSE IX.

On the occasion of the construction and repairs of roads in his territory the Maharaja Sahib Bahadur will, in accordance with the written communication of the Commissioner Sahib Bahadur, arrange from his own territory, through *kardars* and officials of Parganas, according to former custom, for the materials required, on payment; and at the time of the construction of a rail-road or other roads, the Maharaja Sahib Bahadur will concede, free of charge, land that comes under the roads in the same way as he has done for the Imperial road.

CLAUSE X.

The Maharaja Sahib Bahadur will always pursue the course of obedience and loyalty to the powerful Government who will likewise continue to uphold his honour, respect, rank and dignity in the manner it is done at present.

List of ancestral territories of Farzand-i-Khas-i-Daulat-i-Inglishia Mansur-i-Zaman, Amir-ul-Umara Maharaja Dhiraj Rajesar Sri Maharaja-i-Rajagan Naraindar Singh Mahindar Bahadur, and of those bestowed formerly and now, annexed to the Sanad granted by His Excellency the Governor-General.

Details of all Parganas, the ancestral property of Sri Maharaja Sahib Mahindar Bahadur :—

Patiala Khas Dastur.
Taluka Mardanpur.
" Kanur.
" Rani Mazra.
" Amirgarh.
" Charthal.
" Sitam.
" Rajpura.
" Amajadgarh.
" Sherpur.
" Bhikhi.
" Tinur, urf Barnala.
" Nahwangadh, urf Dhatodha.

Taluka Buhai.
" Sardulgadh, urf Dhatudhal.
" Akalgadh, urf Mung.
" Karamgadh, urf Kalalun Darba.
" Bakamar Mardana.
" Pinjaur.
" Gobindgadh, urf Bhatghara.
" Ramgadh, urf Karam.
" Sahibgadh, urf Payal.
" Fatehgadh, urf Sarhind.
" Alamgadh, urf Nandpur Kalor.

Territory granted by the powerful Government with all powers and proprietory rights like those for ancestral property.

Villages of Pargana Amrala.	*Vide* sanad, dated 16th May 1815.
Bughat territory with Thakrai with connected Parganas.	*Vide* sanad, dated 3rd September 1815, from Lord Moira, Governor-General.
Keonthal territory with Thakrai and its connected Parganas.	*Vide* sanad, dated 19th September 1815, under the seal and signature of Lord Moira, Governor-General.
Villages of Pargana Changoyan	*Vide* sanad, dated 12th June 1812, from General Ochterlony. This remained in the Jagir of the late Maharaja during his lifetime. Subsequently on paying Nazarana amounting to three lakhs of rupees it was bestowed on his successor in perpetuity—*Vide* Chief Commissioner's letter No. 821, dated 29th September 1855.

The undermentioned Parganas with revenue amounting to Rs. 45,000 granted according to the sanad, dated the 22nd September 1847, under the seal and signature of His Excellency Lord Hardinge, Governor-General.

Pargana Bassi, Mulk-i-Sadar | Pargana Sahuner.

Pargana Mahla.

Of the above Parganas Rs. 35,000, *vide* Secretary to the Government letter No. 459, dated 17th November 1846, and Rs. 10,000 according to letter from Secretary to the Government No. 58, dated 5th February 1847.

Parganas Marnol, *vide* letter from the Secretary to Government, dated 2nd June 1858, and letter from His Excellency Lord Canning, Viceroy and Governor-General, of the same date.

All the administrative and criminal powers and rights of Zaildars, Jagirdars, the commission fees, the ownerless lands, etc., enjoyed by the son of the Maharaja Sahib Mahindar Bahadur, will be enjoyed in perpetuity by the successors of the Maharaja Sahib Mahindar Bahadur.

The Chaharumians and Jagirdars, in accordance with the vernacular order of Mr. Edmonstone, dated 22nd August 1852.

Sikhan-i-Mahada.	Sikhan-i Rara.
Sikhan-i-Lohari.	Sikhan-i-Kotla.
Sikhan-i-Tabedkat.	Sikhan-i-Balahra, Balahri.
Sikhan-i-Kunarjakh.	Badaleh Bhai Bir Singh.

The Jagirdars and Zaildars, in accordance with the vernacular order of the Commissioner, dated 27th April 1860, with reference to the letter of the Secretary to Government No. 460, dated 18th November 1857 (?).

Rampuria.	Kotwoona.

The Jagirdars and Zaildars of Bhadore, in accordance with the letters from the Secretary Nos. 1549 and 3712, dated the 2nd June 1858 and 17th June 1859.

The Jagirdars of Khowandan, in accordance with the vernacular order of the Commissioner, dated 4th July 1855.

The Zaildars and Jagirdars of Kimalun, etc., at present under the criminal jurisdiction of the Maharaja Sahib of Patiala and paying commutation fee to the British Government.

Sikhan-i-Kimalun.	Sikhan-i-Balakanur.
Sikhan-i-Dhori.	Sikhan-i-Laknur Sahib.

The Rupa villages are shared by all the three Sarkars (*i.e.*, Patiala, Nabha and Jind).

No. VII.

TRANSLATION of a SUNNUD or GRANT of portions of the Pergunnah of Kunoudh and Boodwana, District Jhujjur, and of Elaquah Khumanoon, District Umballa, bestowed upon HIS HIGHNESS the MAHARAJA OF PUTTIALA by HIS EXCELLENCY EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL OF INDIA,—1861.

Preamble.

Whereas the devotion and loyalty of His Highness the Maharaja of Puttiala and of his ancestors have always been conspicuous since the establishment of British supremacy in India, His Excellency the Viceroy and Governor-General, being desirous

of marking his high appreciation of those qualities, has been pleased to bestow upon the Maharajah portions of Pergunnahs Kunoudh and Boodwana, of the District of Jhujjur, containing one hundred and ten villages (110), according to vernacular list annexed,* assessed at a yearly revenue of ninety-six thousand nine hundred and forty Rupees (96,940), and to accept from His Highness a "nuzzuranah" of nineteen lakhs thirty-eight thousand and eight hundred Rupees (19,38,800). Further, His Excellency has been pleased in like manner to bestow upon the Maharajah the Elaquah of Khumanoon, District Umballa, with the service commutation tax and the right to escheats, and to accept from His Highness a nuzzuranah of one lakh seventy-six thousand three hundred and sixty (1,76,360) Rupees.

It is accordingly ordained as follows :—

ARTICLE 1.

The territories above mentioned are conferred upon His Highness the Maharajah of Puttiala and his heirs for ever.

ARTICLE 2.

The Maharajah and his successors will exercise the same rights, privileges, and prerogatives in these newly acquired territories as His Highness at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

ARTICLE 3.

The Maharajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations with regard to these newly acquired territories, as were imposed upon His Highness by the terms of the Sunnud, dated 5th May 1860, relating to His Highness' ancestral possessions.

No. VIII.

TO FURZUND KHAS DOWLUT-I-ENGLISHIA MUNSOOR ZUMAN AMEER-OOL-UMRA MAHARAJAH DHEERAJ RAJESSUR SREE MAHARAJAH RAJEGAN NARENDER SING MAHENDER BAHADOOR, of PUTTIALA, KNIGHT of the MOST EXALTED ORDER of the STAR of INDIA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and

*Not reproduced.

that the representation and dignity of their Houses should be continued, I, her in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that on failure of natural heirs, the adoption by Yourself and the future rulers of your State of a successor, from the ancient Phoolkian House, of which your family forms a part, will be recognized and confirmed; and that if at any time any Maharajah of Puttiala should die without male issue, and without adopting a successor, it will still be open to the Rajahs of Jheend and Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkian family; but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Puttiala State shall be paid to the British Government.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

Dated 5th March 1862.

No. IX.

AGREEMENT between the BRITISH GOVERNMENT and the PUTTIALA STATE for the construction, maintenance and working of a line of telegraph from Umballa to Puttiala,- 1872.

Whereas His Highness Maharaja Rajegan Mohendro Sing Mohender Bahadur, G.C.S.I., etc., of Puttiala, is desirous of constructing a line of telegraph from Umballa to Puttiala to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Lieutenant-Colonel Robert Murray, Officiating Director General of Telegraphs, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Khalifa Syud Mahomed Hoossein, Meer Moonshee, on the part of the Puttiala State, duly empowered by His Highness the Maharaja of Puttiala on that behalf.

1. The British Government agree to construct for the Puttiala State a line of telegraph consisting of one wire, on the standards to be erected between Umballa and Lahore, from Umballa to Rajpoor, and a one-wire line from Rajpoor to Puttiala, at a cost of Rupees (15,526) fifteen thousand five hundred and twenty-six, more or less; and His Highness the Maharaja of Puttiala agrees to pay the actual cost incurred in the construction of the line, on its being officially reported to His Highness that the Telegraph Office at Puttiala has been established and opened; and His Highness the Maharaja of Puttiala also agrees to defray all expenses and cost on account of the salaries of the signallers, and of the necessary menial servants

attached to the Office and peons for the delivery of messages, and to provide free of charge or rent and to keep in good and habitable repair a suitable house or building, to be approved of by the Director General of Telegraphs in India, if necessary, for the accommodation of the Telegraph Office to be established and maintained at Puttiala, and of the *employés* and others considered necessary for the efficient working of it.

2. With the consent of the Lieutenant-Governor of the Punjab, extra wires may at any time be added by the Telegraph Department for the Puttiala State, on terms and conditions to be agreed upon at the time between the Puttiala State and the Government of India.

3. This line shall be called the Puttiala Telegraph line, and the materials shall be the property of the Puttiala State. But if from any special reason, the Puttiala State should at any time deem it proper to abolish the line, it will be necessary for that State to give notice to the Punjab Government six months beforehand for dismantling the line.

4. His Highness the Maharaja agrees to pay annually such sums as may be required to keep the line in good repair, together with the sum of Rupees (900) nine hundred only to cover the cost of supervision.

5. The Telegraph Office at Puttiala shall remain open night and day for the receipt and despatch of messages, or during such hours as from time to time may be arranged by the Durbar in communication with the Lieutenant-Governor of the Punjab.

6. The entire proceeds from the line between Umballa and Puttiala shall belong to the Puttiala Telegraph line. The charges on messages delivered at Puttiala for transmission along any British line and the charge levied at any British Telegraph Station for delivery at Puttiala shall include the charge for both lines, and the account between the British Government and the Puttiala State for such messages shall be adjusted quarterly, *viz.*, on 31st March, 30th June, 30th September, and 31st December of each year.

7. For the first year, the whole of the receipts for telegrams sent from the Puttiala Office shall appertain to His Highness the Maharaja of Puttiala, and the receipts for all messages sent to Puttiala shall appertain to the British Government; subsequent thereto the Government of India reserves to itself the right at any time, on giving three months' notice or intention thereof, to change the system from that in force during the first year, and to divide the revenues derived from messages sent to and from Puttiala between His Highness and the British Government in proportion to the average distance over which the messages are transmitted.

8. The Telegraph Master, the Signallers, and all officials employed in the Puttiala Telegraph Office shall be officers of the British Telegraph staff; but they shall be natives and not Europeans or Eurasians; and His Highness the Maharaja agrees to pay them regularly month by month such pay as they may be entitled to from their position in the British service.

9. His Highness the Maharaja agrees to apply to the Puttiala Telegraph line the provisions of the British Telegraph Act, No. VIII of 1860, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

10. His Highness the Maharaja agrees to apply to the Puttiala Telegraph line any rules or regulations that are now or may hereafter be made applicable to lines of Telegraph in British India. The British Government will undertake to furnish the Puttiala State with accurate translations of such Acts, rules and regulations.

11. His Highness the Maharàja agrees that the Puttiala Telegraph line shall be open to the inspection and supervision of the Director General of Telegraphs and of any officer deputed by him for that purpose.

12. The British Government agrees that, whenever the Maharaja shall find occasion to be dissatisfied with any of the officials employed in the Puttiala Telegraph Office and may wish to remove them from office, such officials shall, on His Highness the Maharaja's application, be at once removed, and other officers shall be sent to fill their place as soon afterwards as practicable.

13. Jurisdiction in regard to offences against the Telegraph Act, committed in Puttiala territory by native subjects of the British Government or by subjects of the Maharaja, will be regulated by Clause 4 of the Sunnud dated 5th May 1860 granted to His Highness the Maharaja by the British Government. European British subjects accused of such offences shall be tried in British Courts.

14. The British Government shall furnish, for the information of the Puttiala State, a half-yearly or yearly report embodying all the proceedings of the Puttiala Office showing the total receipts and disbursements, the total number of messages in a classified form, and other necessary facts.

15. In most urgent cases the Puttiala State will, during the pleasure of the British Government, have the power of ordering the line to be cleared.

Signed and sealed at Simla,

On the fourteenth day of August 1872.

SIGNATURE OF THE MEER MOONSHEE OF THE PUTTIALA STATE.

R. MURRAY, *Lieut.-Col.*

NORTHBROOK.

Ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 27th day of August 1872.

C. U. AITCHISON,

Secy. to the Govt. of India, Foreign Dept.

No. X.

TERMS of AGREEMENT between the BRITISH GOVERNMENT and the STATES of PUTTIALA, JHEEND, and NABHA regarding the Sirhind Canal, executed at Umballa, on the one part, on behalf of the British Government, by MR. GORE OUSELY, COMMISSIONER, UMBALLA DIVISION, duly empowered by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL; and on the other part, on behalf of the Puttiala State, by KHALIFA SYUD MAHOMED HOSSEIN, MEER MOONSHEE, duly empowered by HIS HIGHNESS the MAHARAJA of PUTTIALA; and on behalf of the Jheend State, by SIRDAR TUMUND SING and LALLA MOHUR SING, duly empowered by HIS HIGHNESS the RAJA of JHEEND; and on behalf of the NABHA STATE, by MEER MOONSHEE RAMDYAL and SIRDAR BISHEN SING, Adawluttee, duly empowered by HIS HIGHNESS the RAJA of NABHA,—1873.

1. The project to be drawn out under the exclusive control of the British Government on the general basis of taking the water in the most economical manner to those districts east of the Sutlej to whom it can in an engineering point of view most advantageously be carried.

2. The original designs for the Canal works will be drawn out under the sole direction of the British Government, every possible attention being given to the wishes of the Governments of the other States concerned as to the precise direction and position of the Canals, etc., consistently with sound engineering principles.

3. On the final settlement of the project the share of the water-supply to be allotted to the Branch Canal shall be determined on the general basis of giving a fairly equal proportion to all the districts traversed by the entire system of canals, having regard to the lands that will actually be capable of receiving irrigation from them.

4. In the subsequent part of this Agreement the Ubohur and Bhuttinda branch canals will be referred to as the British branches, and the Kutlah, the Central, and the Choa Branches will, for the sake of brevity, be alluded to as the Puttiala branches, as they chiefly pass through the territory of the Puttiala State.

5. Water shall be distributed, if required and so far as practicable, from the British branch canals rateably to all villages along their courses whose lands can be advantageously irrigated therefrom, whether those villages are under British jurisdiction, or that of any other State.

6 Similarly on the Puttiala branches the distribution shall be made rateably to all villages, whether belonging to the Puttiala or any other State.

7. The land required for the canals and works in connection with them shall be made over by the Government of each State traversed according to its own usage, all payments of compensation being made by the British Government in accordance with the regulations in force in the several States, and the amount being dealt with as a part of the general expenditure on the canal works.

8. Compensation will be paid for any building or house injured by the works.

9. The entire cost of the main canal, inclusive of original surveys and the preparation of the project, shall be borne by the British Government and Native States concerned in proportion to the water-supply allotted to each ; but the whole cost of the Puttiala branches shall be borne entirely by the States concerned in similar proportion.

N.B.—Puttiala paid the expense of the preliminary surveys and project incurred in 1862. This will be added to the general cost of the whole project and be shared by all the parties concerned.

10. Each State will defray the entire expenditure on its own rajbuhas, which will be designed (unless otherwise mutually agreed upon) as far as possible so as to provide separately for the lands of the several States, and will be specially assigned to the States by the British Government which will determine all doubtful points relating to this assignment.

11. The States interested in the Puttiala branches concerned shall supply annually, to meet the cost of construction while the works are in progress, a proportion of the estimated annual outlay on the main canal equal to the share of the entire water-supply allotted to those branches, as well as the whole of the funds required for those branches in shares proportioned to the quantity of water allotted to each.

12. On the completion of the works an account will be drawn out by the British Government of the actual expenditure on those portions of the project of which the cost is to be defrayed proportionally by the several Governments, and a final statement will be prepared of the exact sum due from the several States concerned, when each State will pay or receive back any difference between its actual payments year by year and its ultimate share of the cost.

13. The above account of total cost will include the charges for the original surveys and proper charges for establishments, etc., whether incurred by the British or any of the other Governments concerned ; and credit will be given to every State for payments made by it directly.

14. Copies of such parts of the British accounts of the expenditure on construction will be furnished periodically to the Governments of the several States concerned, so far as may be desired by them.

15. The several States concerned shall pay to the British Government an annual sum as seigniorage on the Sutlej water supplied to the Puttiala branches in shares proportioned to the quantity of water allotted to each.

16. The seigniorage to be paid by the States interested in the Puttiala branches in consideration of the water supplied to them by the British Government will be at a rate not exceeding four annas per acre.

17. The sum to be paid annually will be calculated on the area actually irrigated during the year by the British branches of the canal, and in proportion to the relative volumes of water passing at the time down the British and Puttiala branches respectively, that is to say, if, with 2,000 cubic feet per second passing down the British branches, 200,000 acres have been irrigated, and 1,000 cubic

feet per second have been at the same time discharged in the Puttiala branches, the seigniorage to be 100,000 acres at four annas, equal to Rupees 25,000.

N.B.—The area irrigated will be the actual area, *i.e.*, an acre of double crop land will not be reckoned as two acres.

18. No seigniorage will be demanded so long as the British canals yield no profit, and as long as the profits from the British branches shall be so small as would render the seigniorage rate of four annas per acre unduly high, such seigniorage shall be proportionately reduced to one, two, or three annas per acre at the discretion of the British Government.

The British Accounts Department will determine when the canals yield profit.

19. The first payment of seigniorage will be demanded on the eleventh year after the admission of water into the Puttiala branches.

20. In cases of any falling off in the annual supply of water entering the main canal channel, the British Government and the other States will share the actual supply according to the original proportion fixed, and the other States shall have no claim for compensation from the British Government on account of any such reduction of the supply.

21. The gauge registers at the regulating head of the British and Puttiala branches shall be held to give authoritative data for calculating the quantity of water supplied.

22. No State will have any claim against the British Government on account of water escaping unused from the branches, because it is not required or used in their territories. Should the British Government realize any income from the surplus (unused) water of the Puttiala branches, the States concerned shall be entitled to claim a remission of seigniorage in proportion to the income so derived.

23. The several States shall pay the same share of the annual charges for maintenance of the main canal as they pay of the first cost of that portion of the works.

24. The original construction of the Puttiala branches, with their collateral works, including rajbuhas, shall be carried out exclusively by the British Government under its own officers, as in the case of the main canal and the British branches.

25. Subsequent to the admission of water, the management of the main channels of the Puttiala branches and their connected works shall rest entirely in the hands of the British Government, but all expenses of maintenance of these channels shall be defrayed by the several States in shares proportioned to the quantities of water allotted to each.

26. The management and distribution of water from rajbuhas and all other arrangements connected therewith shall be under the control of, and the whole of the costs of maintenance and management of the rajbuhas shall be defrayed by, the States to which they respectively belong.

27. The details of superintendence, powers of local officers, and other matters connected with management, shall be settled by the Punjab Government with the States concerned, subject to the confirmation of the Supreme Government.

28. Offenders against Canal Regulations in villages irrigated from the Puttiala or British branches, or bordering on Puttiala or British branches shall be made over by the Canal Officers for infliction of penalties to the officers of the Government in whose territory those villages are situated, a right of reference to the Punjab Government being allowed in case of any dispute or difference of opinion.

29. Each State shall be bound to give a right of passage through its lands for any water channel, large or small, when required by any other of the States concerned, the only compensation claimable from the State to which such watercourse belongs being the value of the land occupied and the property thereon. The supervision of rajbuhas and other minor channels thus made shall remain with the Government to which they belong as in the case of other similar works within its own territories.

30. In case of dispute between any two States as to the amount of compensation to be paid on account of land taken up, or any other matter under this agreement, the amount of compensation or dispute shall be determined by an officer appointed by the British Government.

31. The tolls levied on boats, rafts etc., navigating the canals shall be the same on all the channels, whether those channels belong to the British or any other State.

32. No transit duties on goods passing along the canals shall be levied by any of the Governments concerned. This will not prevent the levy of customary duties on goods or merchandize *landed* from boats, etc., plying on the canals for consumption in towns, etc.

33. The amount of toll levied on through traffic shall be shared between the British Government and the States concerned, in proportion to the distance traversed on the channels belonging respectively to each.

34. A share of the navigation tolls of the main canal shall be allotted to the States concerned in proportion to their share of the entire water-supply.

35. In all other cases the tolls shall belong to the State in exclusive possession of the channels traversed.

36. The navigation tolls to be credited to the States concerned in the Puttiala branches thus consist of three portions :—

1st.—Share of tolls on the main canal.

2nd.—Share of " through " traffic tolls between the British and Puttiala branches.

3rd.—All tolls on boats, etc., navigating the Puttiala branches exclusively. The amount will be shared by the States concerned in proportion to the shares of the first costs of the channels defrayed by each respectively.

37. A share of the value of miscellaneous produce such as wood, grass, etc., on the main canal shall be credited to the Puttiala branches in proportion to the share of the water-supply allotted to them.

38. The above share of produce on the main canal with the whole of the value of similar produce on the Puttiala branches (not including rajbuhas) will be shared by the States concerned, in proportion to their shares in the first cost.

39. Each State will supply annually, as required, the whole of the funds for maintenance of the work, etc., appertaining to its own territory, as well as a share of the estimated cost of maintenance of the branches, *plus* the portion of the maintenance expenses of the main canal referred to in paragraph 23: these last in shares proportioned to their shares in the first cost.

40. The British Government reserves to itself the right of extending or altering the canal at any future time in any way it pleases, on the understanding that the share of the water first assigned to the Puttiala branches, and the other rights of the States concerned under this agreement shall not be interfered with or diminished without their consent being first obtained. And the expenses of such extension or alteration will be distributed in proportion to the advantages expected to accrue from such action to any of the parties concerned under this agreement.

41. So long as the original construction of the Puttiala branches shall be in progress, it shall be the duty of the officers in charge to pay due attention to any representations of the Chiefs of the States concerned or their officers, and to carry out their wishes as far as may be practicable or advisable.

42. In consideration of the advantages given by the canal from the Sutlej, the Puttiala State will allow the British Government, if it desires to do so, to take a small water-course from the Guggur to supply the cantonment and town of Umballa, the water-course to carry about 20 cubic feet per second. A proportion of the charge for seigniorage on the Sutlej water shall be remitted to compensate for the grant of the Guggur water if this water-course be made; no other claim to lie against the British Government in connection with the construction of the water-course.

43. In case of any difference of opinion arising between any officers of the States concerned and the British Canal Officers on any matter relating to the management of the canal, it shall be referred to the Lieutenant-Governor of the Punjab, whose decision shall be final. If any difference of opinion shall arise between any of the States concerned and the Lieutenant-Governor of the Punjab, as to the construction of this agreement, a reference may be made to the Governor-General in Council, whose decision shall be final.

44. It shall at any time be competent for the British Government to resume the entire management of the canal works or irrigation in the territories of any of the States concerned, if it shall consider that that State has not properly fulfilled the obligations which attach to the discharge of the duties which will devolve on it under the arrangement detailed above.

45. These obligations may be summed up as follows:—

1st.—Complete regularity in the payment of the salaries of all persons employed on the canals and in the provision of the funds necessary for carrying out the works which will be needed for the proper maintenance of the canals.

If from any want of proper attention on the part of any of the States concerned, the British Government is at any time forced to advance money for the due performance of works or payments of salaries, etc., which will properly fall on that State under these arrangements, then the British Government must be understood to have the right to take complete charge of the whole administration of the canal, channels, and irrigation pertaining to that State, and to retain them under its own officers until the evil complained of be corrected and matters be placed on a sound footing. But in such case, out of the income from the canal after deducting expenses any surplus which may accrue shall be made over to that State concerned in whose territory such administration may have been assumed.

2nd.—Complete impartiality in the distribution of the water among the villages along the canals, so that the British villages and those of other Native States shall, if required, share the water equally with the villages of the States concerned; also an equal administration of justice to all persons over whom the officers of the States concerned may exercise jurisdiction, so that the subjects of the British Government or of any Native State shall be dealt with according to the same principles of law as are respected by the officers of the British Government.

3rd. Ready and friendly compliances on the part of the Governments of the States concerned with those requests of the Punjab Government and its superior officers, who have chief charge of the Irrigation Department in the Punjab, which shall be declared by them to be essential for the proper maintenance and satisfactory working of the canals as a whole.

The Governor-General in Council will at all times be ready to receive any representation from the Government of any of the States concerned, if that Government considers that the spirit of the present proposals is from any cause not fully acted up to by the officers of the Punjab Government on whom the immediate duty of carrying them out will devolve.

Executed at Umballa this eighteenth day of February 1873.

GORE OUSELEY,
Commissioner, Umballa Division.

NORTHBROOK.

Ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the twenty-sixth day of March 1873.

C. U. AITCHISON,
Secretary to the Government of India,
Foreign Department.

No. XI.

POSTAL CONVENTION for the EXCHANGE of CORRESPONDENCE, PARCELS, INSURED and VALUE-PAYABLE ARTICLES, MONEY ORDERS and INDIA POSTAL NOTES, between the IMPERIAL POST OFFICE OF BRITISH INDIA and for POST OFFICES in the TERRITORIES of HIS HIGHNESS the MAHARAJA of PATIALA,—1884.

ARTICLE 1.

There shall be a mutual exchange of correspondence, parcels, money orders and India postal notes between the Imperial Post Office of British India, hereinafter termed the "Imperial Post," and the Post Offices in the territories of His Highness the Maharaja of Patiala, hereinafter termed the "Patiala State Post." This exchange, which shall also include registered, insured and value-payable articles, shall be governed by the rules given in the Indian Postal Guide for the time being. The term "correspondence" shall include letters, post-cards, newspapers, and book and pattern packets.

ARTICLE 2.

There shall be two Offices of Exchange, *viz.*, the Imperial Post Office at Umballa, on the side of British India, and the Patiala State Office at Patiala, on the side of the Patiala State. These Offices of Exchange shall alone be authorised to deal with articles giving rise to accounts.

ARTICLE 3.

Indian postage stamps, post cards and embossed envelopes overprinted with the words "Patiala State" shall be supplied on indent by the Government of India to the Patiala State at cost price. They shall be sold by the Patiala State to the public at the value marked on each postage stamp, post-card or embossed envelope. Indian postage stamps, overprinted with the word "Service," in addition to the words "Patiala State," shall also be supplied on indent by the Government of India to the Patiala State at cost price, and these overprinted stamps shall be used solely for the purpose of prepaying correspondence on the service of the Patiala State posted in that State.

ARTICLE 4.

These overprinted postage stamps, post-cards, and embossed envelopes, overprinted with the words "Patiala State" shall alone be used in the Patiala State for the prepayment of INLAND correspondence, and they shall be recognized by the Imperial Post only when attached to inland correspondence posted within the limits of the State of Patiala.

ARTICLE 5.

The rates of postage, fees or commission charged by the Patiala State Post on all classes of correspondence, paid and unpaid, registered and unregistered, insured and value-payable, on all parcels, and on all money orders, and on all India postal notes, shall not be in excess of the rates charged by the Imperial Post.

ARTICLE 6.

Responsibility for articles insured, and for payment of compensation under the rules given in the Indian Postal Guide for the time being, shall rest with the Imperial Post Office while the articles concerned are in its custody; and with the Patiala State while the articles concerned are in its custody.

ARTICLE 7.

Articles of all kinds superscribed "On Postal Service," and franked by the signature and official designation of an officer of the Imperial Post or an officer of the Patiala State Post, shall be exchanged free of all charge as respects postage.

ARTICLE 8.

The Government of India shall bear the cost of conveying mails within the limits of British territory, and the Patiala Darbar shall bear the cost of conveying mails within the limits of the State of Patiala. But the Imperial Post shall be entitled to the free conveyance of mails over postal lines in the Patiala State, whether such mails be intended for transmission to a Patiala State Post Office or an Imperial Post Office, and similarly the Patiala State Post shall be entitled to the free conveyance of mails over Imperial postal lines whether such mails be intended for transmission to an Imperial Post Office or a Patiala State Post Office.

ARTICLE 9.

Inland correspondence, registered and unregistered, received from the Patiala State Post, fully prepaid with the overprinted postage stamps described in Article 3, including correspondence prepaid by Patiala State Service Stamps, shall be delivered in British India free of all charge on account of postage.

ARTICLE 10.

Inland correspondence received from the Patiala State Post, not fully prepaid with the overprinted postage stamps described in Article 3, shall be treated by the Imperial Post as though originally posted in British India, and charged on delivery with the usual rates for inland unpaid postage, which shall be retained by the Imperial Post.

ARTICLE 11.

Fully prepaid inland correspondence, registered and unregistered (including correspondence prepaid by service stamps), transferred by the Imperial Post, shall be delivered by the Patiala State Post, free of all charge on account of postage.

ARTICLE 12.

On inland correspondence, not fully prepaid, transferred by the Imperial Post for delivery through the Patiala State Post, the latter shall retain the postage it realizes.

ARTICLE 13.

Unclaimed and refused inland correspondence shall be exchanged in both directions, but the exchange shall be accompanied by no accounts.

ARTICLE 14.

Fully prepaid foreign correspondence addressed to any place in the Patiala State, shall be delivered by the Patiala State Post free of all charges on account of postage; but if such correspondence be unpaid or insufficiently paid, it shall be delivered on payment of the amount *taxed thereon by the Imperial Post;* and the amount so collected shall be remitted to the Imperial Office of Exchange (Umballa).

ARTICLE 15.

On foreign correspondence posted in the Patiala State postage can only be prepaid by means of Imperial postage stamps, not bearing the overprint "Patiala State." Postage stamps overprinted with the words "Patiala State" shall not be recognized in payment of postage on foreign correspondence.

ARTICLE 16.

Prepayment of inland parcel postage between the Imperial Post and the Patiala State Post, in both directions, shall be compulsory.

ARTICLE 17.

Inland parcels, received from the Patiala State Post, shall be delivered in British India free of all charge on account of postage.

ARTICLE 18.

Inland parcels, transferred by the Imperial Post for delivery through the Patiala State Post, shall be delivered free of all charge on account of postage.

ARTICLE 19.

Fully prepaid foreign parcels, addressed to any place in the Patiala State, shall be delivered by the Patiala State Post free of all charge on account of postage; but if such parcels be unpaid, they shall be delivered on payment of the amount *taxed thereon by the Imperial Post*, and the amount so collected shall be remitted to the Imperial Office of Exchange (Umballa).

ARTICLE 20.

Prepayment in cash of postage, at the rates published in the Indian Postal Guide is compulsory in the case of all foreign parcels posted in Patiala. The postage so collected shall be remitted to the Imperial Office of Exchange (Umballa).

ARTICLE 21.

The Imperial inland money order rules, as given in the Indian Postal Guide for the time being, shall be adopted by the Patiala State Post, and the Imperial inland form of money order shall be used.

ARTICLE 22.

Money orders, issued by the Patiala State Post for payment in British India shall all be sent by the Patiala Office of Exchange to the Imperial Office of Exchange (Umballa). Such money orders shall be paid in full in British India free of all charges and without deduction on any account whatsoever. The entire commission on these money orders shall be retained by the Patiala State Post.

ARTICLE 23.

Money orders, issued by the Imperial Post for payment by the Patiala State Post, shall be transferred to the Patiala Office of Exchange by the Imperial Office of Exchange (Umballa). Such money orders shall be paid in full in the Patiala State free of all charges and without deduction on any account whatsoever. The entire commission on these money orders shall be retained by the Imperial Post.

ARTICLE 24.

India postal notes, bearing the words "Patiala State" stamped on them shall be supplied free by the Government of India to the Patiala State.

ARTICLE 25.

The full value of every India postal note sold by the Patiala State Post shall be payable in British India at any Imperial Post Office named, no charge being levied for payment.

ARTICLE 26.

The full value of every India postal note sold by the Imperial Post shall be payable in the Patiala State at any Patiala State Post Office named, no charge being levied for payment.

ARTICLE 27.

The Imperial Post shall retain the entire commission on the India postal notes which it sells, and the Patiala State Post shall retain the entire commission on the India postal notes which it sells.

ARTICLE 28.

Monthly lists shall be rendered by the Patiala Office of Exchange to the Umballa Office of Exchange showing the India postal notes sold and the India postal notes paid during each month, the vouchers for payments consisting of the original paid notes.

ARTICLE 29.

A monthly account current showing the amount to be credited to the Patiala State on account of money orders and India postal notes paid by the Patiala State Post, and the amount to be debited to the Patiala State on account of money orders issued and India postal notes sold by the Patiala State Post, shall be rendered by the Imperial Office of Exchange (Umballa) to the Patiala Office of Exchange. If the balance of this account is in favour of the Patiala State Post, it shall be paid at once by the Imperial Office of Exchange (Umballa), and if it is in favour of the Imperial Post, it shall be paid by the Patiala Office of Exchange immediately after the monthly account current is rendered.

ARTICLE 30.

The Director-General of the Post Office of India and the Patiala Darbar shall have authority to draw up, in direct communication with one another, detailed regulations for giving effect to this convention, and to settle all matters of detail and procedure connected with the exchange of articles between the Imperial Post and the Patiala State Post, including the selection of Post Offices, situated in British India or in the Patiala State, between which postal communication shall be maintained. The detailed regulations so drawn up shall be subject to such modification as may, from time to time, be mutually agreed to by the said authorities.

Signed by the Director-General of the Post Office of India on the 15th day of September 1884.

A. U. FANSHAWE,
Offg. Dir.-Genl., Post Office of India.

Signed by the Motamid of the Patiala State on the 15th day of September 1884.

NANAK BAKHSH,
Motamid, Sarkar Patiala.

RIPON,
Viceroy and Governor-General of India.

This convention was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 3rd day of October, A.D. one thousand eight hundred and eighty-four.

C. GRANT,
Secy. to the Govt. of India, Foreign Department.

Similar Conventions have been executed with the following States in the Punjab, being ratified by the Viceroy on the dates stated :—

Nabha on the 23rd March 1885.
Jind on the 3rd June 1885.
Faridkot on the 30th November 1886. (*Cancelled in 1901.*)
Chamba on the 4th December 1886.

No. XII.

AGREEMENT between the BRITISH GOVERNMENT and the PATIALA STATE regarding the SIRSA BRANCH of the WESTERN JUMNA CANAL, 1893.

1. The entire project to be carried out under the exclusive control of the British Government on the general basis of taking a supply of water in the most economical manner from the Western Jumna Canal above the Indri Regulator to those portions of the Kaithal Tahsil of the Karnal District, the Nirwanah Pargana of the Patiala State and the Fatahabad and Sirsa Tahsils of the Hissar District, to which it can, from an engineering point of view, be most advantageously carried.

2. The original designs for the canal works, including all Distributaries, shall be prepared and carried out under the sole direction of the British Government, every possible attention being given to the wishes of the Patiala State, as to the precise direction and position of the channels traversing its territory, consistently with sound engineering principles.

3. On the completion of the detailed surveys for all distributaries the British and Patiala shares of the water-supply available shall be determined on the general basis of the proportions of the areas commanded by the entire system in British and Patiala territory, respectively.

NOTE. In this and subsequent Articles the term "commanded area" shall be held to mean the areas that can be naturally and conveniently commanded.

4. In the subsequent parts of this agreement the upper portion of the Sirsa Branch Canal, from its head above Indri to the point at which it first enters Patiala territory, will be called the First or British Upper Section, which will also include any escape that may be constructed, irrespective of the territory in which its head is situated, the portion from the point where the Canal first enters to the point where it finally leaves Patiala territory will be called the Second or Patiala Section, and the remainder of the Branch will be called the Third or British Lower Section. Also the distributaries which may be designed solely or mainly for the irrigation of Patiala territory, whether their heads be situated in a British or Patiala section of the branch, will be called Patiala Distributaries, while all other distributaries will be called British.

5. Every effort will be made to design all the British and Patiala Distributaries so as to exclusively irrigate British and Patiala territory, respectively; but whenever a departure from this principle may be necessitated by the physical configuration of the country, or by other engineering considerations, water shall be distributed from both the British and Patiala Distributaries, rateably, to all villages along their courses whose lands can be advantageously irrigated therefrom, whether such villages be under the jurisdiction of the British or the Patiala Government.

6. The land required for the canal and works in connection with it shall be made over by the Patiala Government according to its own usage, all payments of compensation being made by the British Government in accordance with the

procedure that has been observed in the payment of compensation for land made over by the Patiala Government for the purpose of the Sirhind Canal, and the amounts so paid being dealt with as a part of the general expenditure on the canal works.

7. Compensation will be paid for any building or house injured by the works.

8. The entire cost of the First or British Upper Section of the Sirsa Branch, exclusive of distributaries, but inclusive of original surveys and the preparation of the project, and also of such additions to and improvements of the head works and main line of the Western Jumna Canal, as may be rendered necessary by the increase in the supply required for the Sirsa branch, shall be borne by the British and Patiala Governments in the proportion of the water-supply finally allotted to each under Article 3 of this Agreement.

The entire cost of the Second or Patiala Section, exclusive of Distributaries, shall be borne by the British and Patiala Governments according to the proportions of their respective commanded areas, after deducting from the British area the area commanded in British villages situated in the First Section.

The entire cost of the Third or British Lower Section shall be borne by the British Government.

9. The entire cost of the British Distributaries will be borne by the British Government, and that of the Patiala Distributaries by the Patiala Government.

A branch or minor distributary taking off from a main distributary belonging to one Government for the purpose of exclusively irrigating the territory of the other Government shall be constructed and subsequently maintained at the cost of the Government whose territory will be exclusively served by it.

10. The Patiala State shall supply annually, to meet the cost of construction while the works are in progress, such sums as may be estimated by the British Government as approximately equivalent to the share of the outlay of the year, which will be ultimately chargeable to the State under the terms of Articles 8 and 9 of this Agreement.

11. On completion of the works, an account will be drawn out by the British Government of the actual expenditure incurred on the different portions of the project, and a final statement will be prepared of the exact sum due from the Patiala State, which will then pay or receive back any difference between its actual payments year by year and its ultimate share of the cost.

12. The above account of total cost will include the charges for the original surveys, and proper charges on account of establishment, etc., whether incurred by the British or Patiala Government, and credit will be given to the Patiala State for all payments made by it directly.

13. Copies of such parts of the British accounts of the expenditure on construction will be furnished periodically to the Patiala State as may be desired by it.

14. The British Government shall have at all times the sole right of determining and controlling the supply to be passed into the Sirsa Branch Canal, due

regard being paid to existing or established interests on the other portions of the Western Jumna Canal.

15. Subsequent to the admission of water, the management of the entire length of the Sirsa Branch (but not of the Patiala Distributaries except as provided in Articles 21 and 22) shall remain entirely in the hands of the British Government, but all expenses of maintenance of the Branch, distributaries and connected works shall be shared by the British and Patiala Governments as provided in the next following Articles of this Agreement.

16. The annual charges for the maintenance of the first, second and third sections (not including distributaries) and the corresponding incidental charges for establishment and tools and plant, but not those for general direction, shall be borne by the British and Patiala Governments in the same proportions as those in which the final direct capital charges on account of these sections (not including distributaries) may be ultimately distributed between the two Governments; but all charges for the annual maintenance of Patiala Distributaries shall be borne exclusively by the Patiala Government, except as provided in Articles 21 and 22 of this Agreement.

17. Similarly, all miscellaneous revenue, *i.e.*, revenue derivable from other sources than the supply of water for purposes of irrigation, that may be realized in the first, second and third sections of the Sirsa Branch (not including distributaries), will be credited to the British and Patiala Governments in the proportions of the ultimate distribution of the direct capital outlay upon these sections (not including distributaries).

18. The Patiala State shall be entitled to all revenue that may be assessed or assessable on account of irrigation or of sales of water for other purposes in Patiala villages, whether the water be supplied from British or Patiala Distributaries. Similarly, the British Government shall be entitled to all revenue that may be assessed or assessable on account of irrigation or of sales of water for other purposes in British villages, whether the water be supplied from a British or a Patiala Distributary.

19. With effect from the first day of April next after the date on which the first of the Patiala Distributaries is supplied with water the Patiala State shall pay a share of the annual cost of maintaining the head works and main line of the Western Jumna Canal above Indri, and also of the annual general charges for direction that may be debitable to the revenue account of the Western Jumna Canal. This share shall be determined annually by the British Government on the basis of the proportion of the actual or estimated area of irrigation in Patiala territory to the entire area irrigated on the Western Jumna Canal (including the actual or estimated Patiala area) that obtained in the year next preceding.

NOTE. For the purpose of this Article the actual area of irrigation in Patiala territory shall be taken as long as the Patiala Distributaries may, in accordance with the provision of Article 21 of this Agreement, be controlled and administered by the British Government; but after the Patiala Distributaries have been finally made over to the Patiala State, the area to be taken as that of Patiala irrigation shall be estimated in the manner provided in Article 32. The entire area irrigated by the Western Jumna Canal shall also include the area in Jind territory, for which a fixed annual payment is made by the Jind State, in accordance with the Agreement for the time being subsisting between the British and Jind Governments

20. The Patiala State shall not be entitled to any share in any revenue realized on the head works or main line of the Western Jumna Canal, the whole of which shall be creditable to the British Government.

21. The Patiala Distributaries shall remain under the sole control and administration of the British Government for a period of five years dating from the commencement of the first crop to which water may be supplied from a Patiala Distributary. After the expiry of five years from the above date, the Patiala Distributaries shall be transferred to the control and administration of the Patiala State provided that in the case of any Patiala Distributary of which the head is situated in British territory, the British Government shall retain the control and administration of the portion lying between the head and the boundary of the Patiala State and shall bear the whole cost of the maintenance of such portion.

In every case in which the upper portion of a Patiala Distributary may remain under the control of the British Government under this Article, a gauge shall be erected in the distributary at or near the point at which it enters Patiala territory, and the British Canal Officer shall maintain such depths of water on the gauge (which shall be regularly recorded) as may ensure to the Patiala State its fair share of the supply.

22. During the period that the Patiala Distributaries shall remain under the control and administration of the British Government, the Patiala State shall pay all charges incurred in respect of the maintenance and administration of such distributaries, including a proportionate share of establishment, except those that may be incurred in respect of the maintenance and administration of any portions lying in British territory between the heads of the distributaries and the Patiala boundary, which will be borne by the British Government under Article 21.

23. The British Government shall arrange for the assessment of all revenue in Patiala villages during the period that the Patiala Distributaries remain under its control and administration, but will forward the assessment papers to the Patiala State for realization of the amounts assessed.

The rates of assessment during such period shall equal the combined occupier's and owner's rates that may be prescribed for British villages.

24. After the Patiala Rajbahas have been transferred to the control and management of the Patiala State, each Government will conduct the assessment of the villages under its own jurisdiction, irrespective of the distributaries from which water may be supplied to them, but in all cases in which a village under one Government is irrigated from a distributary belonging to the other, the Government owning the distributary shall be entitled to a copy of the measurement papers.

25. The Patiala Distributaries shall be entitled to a percentage of the total supply entering the Sirsa Branch, which shall be equal to the percentage of the supply to which the Patiala State may be entitled under Article 3 of this Agreement, with such addition as may be necessary for the irrigation of any British territory that may be commanded by Patiala Distributaries, and with a propor-

tional deduction on account of any area of Patiala territory that may be commanded by British Distributaries.

26. The supply entering the Sirsa Branch shall be held to be the supply passing a certain point in the First Section, situated above the head of the First British Distributary in that Section. The supply passed into the Patiala Distributaries shall be held to be the difference between the supply passing a certain point in the Sirsa Branch situated between the heads of the last British Distributary in the First Section and of the first Patiala Distributary, and the supply passing a certain point situated between the heads of the last Patiala Distributary and of the first British Distributary of the Third Section. The precise position of all three points shall be determined by the British Government.

27. Gauges shall be fixed at the three points in the Sirsa Branch referred to in Article 26, and the registers of their readings shall be held to give authoritative data for the determination of the percentage of the whole supply entering the branch which is passed into the Patiala Distributaries.

28. The regulation of the water passing into the heads of the Patiala Distributaries shall be entirely under the control of the British Canal Officer in charge of the Sirsa Branch. The requirements of each distributary will be communicated from time to time by an agent appointed by the Patiala State for this purpose, and the British Canal Officer shall comply with these requirements, provided that they are within the limits of the supply to which the Patiala Distributaries may at the time be entitled under Article 25.

But in seasons of short supply it shall be optional for the British Canal Officer to pass into the Patiala distributaries an intermittent supply in excess of the percentage due to them, and to shut off the supply either partially or entirely during the intervening periods, provided that the aggregate supply passed into the Patiala Distributaries during a period of not more than fourteen days shall not, except with the consent of the Patiala Agent, or unless his indents are complied with in full, form a smaller percentage of the total supply entering the Sirsa Branch during the same period than will be due to them under the provisions of Article 25.

In the event of a breach in the bank of a Patiala Distributary, or of sudden rainfall, or on any other emergency, the supply entering the head shall on the requisition of a recognized or duly authorized State official be instantly shut off, or reduced to the extent or within the limits that may be permissible under the rules in this regard that may from time to time be issued by the British Canal Officer.

29. The British Canal Officer shall furnish the Patiala Agent, at intervals of not less than fourteen days, with a statement showing—

the average daily supply entering the Sirsa Branch;
the average daily supply due to the Patiala Distributaries;
the average daily supply passed into the Patiala Distributaries;
the daily gauge readings at head of each Patiala distributary, and the readings applied for by the Patiala Agent.

30. Other matters connected with the management of the canal and its connected works shall be settled by the Punjab Government with the Patiala State, subject to the confirmation of the Supreme Government.

31. The Patiala State shall pay to the British Government an annual sum as seigniorage on the Jumna water supplied to Patiala territory at a rate which shall vary according to the estimated area of Patiala irrigation as follows:—

ESTIMATED AREA IN ACRES		Rate of seigniorage per acre.
Not less than	Below	
..	42,000	*Nil.*
42,000	44,000	One anna.
44,000	46,000	Two annas
46,000	48,000	Three annas
48,000		Four annas

32. The area on which seigniorage is to be paid annually will be estimated on the basis of the area actually irrigated during the year from the British Distributaries and the relative proportions of the supplies actually passed into the British and Patiala Distributaries during the same period, a deduction being made on account of the actual area of British territory irrigated from Patiala Distributaries, and an addition on account of the area of Patiala territory irrigated from British Distributaries.

Example. If the area irrigated on British Distributaries were 70,000 acres, and the supplies passed into the British and Patiala Distributaries averaged 700 and 300 cubic feet per second, respectively, the estimated area of irrigation of the Patiala Distributaries would be as follows:-

$$\frac{300}{700} \text{ of } 70,000 = 30,000 \text{ acres.}$$

But if 3,000 acres of the Patiala territory were irrigated from the British Distributaries, and 6,000 acres of British territory were irrigated from Patiala Distributaries, the estimated area of Patiala irrigation would be-

30,000+3,000 -6,000=27,000 acres, and the seigniorage to be paid would be 27,000 acres at four annas, equal to Rs. 6,750.

33. The first payment of seigniorage will be demanded on the area irrigated during the year 1902-3; that is, on the area irrigated during the Kharif of 1902 and the Rabi of 1902-3.

34. In the event of any falling off in the supply of water available for the Sirsa Branch, the actual supply available shall be shared with the Patiala State in the

proportions fixed under this Agreement, and the Patiala State shall have no claim for compensation from the British Government on account of any such reduction of the supply.

35. The Patiala State shall have no claim against the British Government if the full percentage of supply allotted to the Patiala Distributaries be not taken, but a portion be allowed to pass on into the Third Section; neither shall the State be entitled to claim a remission of seigniorage on this account, as the charges for seigniorage will be based on the supplies actually passed into the Patiala Distributaries. Nor shall it have any claim against the British Government on account of water escaping unused from the Patiala Distributaries, because it is not required or used in Patiala territory; but should the British Government realize any income from such surplus or unused water, the Patiala State shall be entitled to claim a remission of seigniorage equal to one-eighth of the income so derived, provided that whenever the rate of seigniorage is less than four annas per acre the above rate of remission shall be reduced proportionately.

36. The Patiala State shall furnish the British Government with half-yearly statements, giving for each harvest such information regarding the area irrigated by, the income derived from, and the working expenses of, the Patiala Distributaries as may be required by the British Government in connection with the annual statistics of the Western Jumna Canal.

Similarly, the British Government shall furnish the Patiala State with such half-yearly or annual statements relating to the working of the Western Jumna Canal as may be desired.

37. Offences against canal regulations shall be dealt with as follows:

If a native British subject commits an offence in the Patiala territory and is apprehended in that territory, he will be tried by the officers of the Patiala State, but if he is not apprehended in that territory, the officers of the Patiala State may report the matter to the British Canal Officer, and that officer will then proceed as if the offence had been committed in British territory.

The same procedure will be followed, *mutatis mutandis*, in the case of offences committed in British territory by subjects of the Patiala State.

38. The British Government reserves to itself the right of extending or altering the Sirsa Branch at any future time in any way it pleases, on the understanding that the share of the water first assigned to the Patiala State under this Agreement shall not be interfered with or diminished without its consent being first obtained. And the expenses of such extension or alteration will be distributed in proportion to the advantages expected to accrue from such action to either of the parties concerned under this Agreement.

39. So long as the original construction of the Patiala Section and Distributaries shall be in progress, it shall be the duty of the officers in charge to pay due attention to any representations of His Highness the Maharaja of Patiala or his officers, and to carry out their wishes as far as may be practicable or advisable.

Executed on behalf of the Patiala State by Lala Nanak Baksh, duly empowered by His Highness the Maharaja of Patiala, this Friday, 28th day of July 1893.

Witnesses—

SYED MOHAMED ALI,
Vakil of Patiala with the Commissionership of Delhi.

NANAK BAKSH,
Patiala Motamid with the Government of the Punjab.

SHANKER DYAL,
Vakil of Patiala, residing at Simla.

Executed on behalf of the British Government by Lieutenant-Colonel J. W. Ottley, Secretary to the Punjab Government in the Irrigation Department, duly empowered by His Excellency the Viceroy and Governor-General of India in Council, this Friday, the 11th lay of August 1893.

Witnesses—

A. G. REED,
Executive Engineer, Irrigation Department.

JOHN W. OTTLEY, *Lieut.-Col., R.E.*,
Secretary to the Punjab Government in the Irrigation Department.

H. V. S BAKER,
Under Secretary to Government, Punjab, Irrigation Branch.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

W. J. CUNINGHAM,
Offg. Secretary to the Government of India·

FOREIGN DEPARTMENT ;
Simla, the 29th August 1893.

No. XIII.

AGREEMENT for the working of the RAJPURA-BHATINDA RAILWAY by the NORTH WESTERN RAILWAY on behalf of the PATIALA DARBAR,—1893.

This Indenture made the 30th day of January 1893 between the Secretary of State for India in Council (hereinafter called the Secretary of State) of the one part and the Patiala Darbar of the other part :—

Whereas a line of railway has been constructed in the territory of His Highness the Maharaja of Patiala between Rajpura on the North Western railway and Bhatinda on the Rewari-Ferozepore railway.

And whereas the said line of railway from Rajpura to Bhatinda with all its plant and machinery and serviceable working stores has been and now is in the hands of the North Western railway and is now being worked by them.

And whereas the Secretary of State and the Patiala Darbar have agreed that the North Western railway shall maintain and work the said line of railway from Rajpura to Bhatinda upon the terms and conditions hereinafter contained.

Now this Indenture witnesseth and it is hereby agreed and declared as follows :

1. "The North Western railway" means the railway worked by the Secretary of State and now under the control of the Manager, North Western railway, and any alterations and additions that may from time to time during the continuance of this contract be made in or to the said railway by or with the sanction of the Secretary of State but not so as to include any railways or works comprised in "The Rajpura-Bhatinda railway" as hereinafter defined.

2. "The Rajpura Bhatinda railway" means the line of railway extending from Rajpura on the North Western railway to Bhatinda on the Rewari-Ferozepore railway with any improvements alterations and additions of whatever description that may from time to time be made in or to the said railway by or with the sanction of the Patiala Darbar but with the exception of the telegraphs and telegraphic appliances used or to be used thereon.

3. "The Amalgamated undertaking" means "the North Western railway" and "the Rajpura-Bhatinda railway" (as defined above in Sections 1 and 2 respectively) taken as a whole the intention being that these two railways under the terms hereinafter contained in this contract should be worked together as if the two constituted but a single railway.

4. "Gross receipts" mean and include when not otherwise stated all receipts from coaching and goods traffic and from telegraphs all sums received as rents and all other receipts usually treated as railway revenue.

5. This agreement shall be taken to have commenced and as having come into force upon the thirteenth day of October 1889 and shall be subject to revision from time to time and shall be and remain in force until the 31st day of December 1892 and shall be terminable then or on the 1st January or the 1st July in any year thereafter on six months' previous notice in writing being given by

either party to this agreement to the other but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken.

6. An inventory of the plant and machinery of the Rajpura-Bhatinda railway handed over as aforesaid as on the thirteenth day of October 1899 shall be made and signed by or on behalf of the Patiala Darbar and the North Western railway.

7. The North Western railway shall make up and deliver to the Patiala Darbar an account of all such stores delivered to the North Western railway on the thirteenth day of October 1889 and of the value of such stores the value thereof (except in those cases if any in which a different value is agreed upon by the Patiala Darbar and the North Western railway) shall be taken as entered in the accounts of the Rajpura-Bhatinda railway.

8. During the continuance of this contract the North Western railway shall maintain the Rajpura-Bhatinda railway and keep the same supplied with rolling stock plant and machinery as if it were part of the North Western railway and shall do all in their power to develop the traffic on the Rajpura-Bhatinda railway and shall manage use and work the Rajpura-Bhatinda railway and shall convey traffic thereon.

9. The Secretary of State shall be the sole judge as to the standard of maintenance to be required and the Revenue accounts provided for in Section 26 following shall not be considered as finally closed and made up until such time as the maintenance is certified to by the Inspecting Officer appointed under the Indian Railways Act of 1890 or any subsisting statutory modification thereof as having been brought up to the standard required and the whole cost of the same debitable to Revenue has been duly charged off.

10. The North Western railway shall be responsible for all accidents and for loss and damage of every kind (including claims for lost or damaged goods) that shall occur upon the Rajpura-Bhatinda railway except accidents loss or damage caused by the failure of the permanent way or works arising from defective original construction or caused by any extraordinary casualty not due to defects in the maintenance or working of the said Rajpura-Bhatinda railway by the North Western railway. The Patiala Darbar shall be responsible for any accident or damage that the North Western railway could not have prevented which may result from any such failure of the permanent way or works arising from defective original construction. Should any of the permanent works such as bridges stations buildings or other works upon the Rajpura-Bhatinda railway fail from causes beyond the control of the North Western railway or should any extraordinary casualty occur the case must be regarded as exceptional and the cost of construction or replacement must be charged to Capital or Revenue or divided between them as may be deemed by the Secretary of State proper according to the circumstances of the case.

11. All subsequent works and alterations chargeable to Capital and which may from time to time be agreed upon between the North Western railway and the Patiala Darbar as necessary for the efficient working of the Rajpura-Bhatinda

railway shall be carried out by the North Western railway at the expense of the Patiala Darbar.

12. The Secretary of State may from time to time by notice in writing require the carrying out of any alteration or improvement in the Rajpura-Bhatinda railway or any addition thereto that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the effectual working of the Rajpura-Bhatinda railway. Such notice shall specify the alteration improvement or addition required and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration improvement or addition.

13. Any moneys required by the North Western railway for any purpose properly chargeable to the Patiala Darbar in connection with the Rajpura-Bhatinda railway and sanctioned under Section 10 or 11 or required by the Secretary of State under Section 12 shall be provided by the Patiala Darbar according to such arrangements as shall from time to time be made between the Patiala Darbar and the Secretary of State. The Patiala Darbar will also provide for the North Western railway any land that may at any time be required for the Rajpura-Bhatinda railway. The incidence of the cost of all works to be constructed shall be agreed upon before the work is commenced.

14 For purposes in connection with the Rajpura-Bhatinda railway the North Western railway shall not acquire either absolutely or for any limited estate any land situate in Patiala territory or any rights or easements in over or in respect of any land so situate. The expression "land" includes as regards the operation of this clause buildings lands and all other hereditaments of whatever description. This section does not apply to any land of which possession may be given to the North Western railway by the Patiala Darbar.

15. During the continuance of this contract the North Western railway shall have entire control of the traffic working of the Rajpura-Bhatinda railway shall supply all staff required for the supervision and working including that for audit and accounts and shall supply all locomotives and other rolling-stock fuel and working stores required for the efficient working of the Rajpura-Bhatinda railway.

16. The North Western railway shall keep the Rajpura-Bhatinda railway together with the plant and machinery in good repair and good working condition to the satisfaction of the Secretary of State.

17. The North Western railway shall cause to be run on the Rajpura-Bhatinda railway so many trains at such time at such rates of speed between such places and with such conveniences and accommodations as the traffic shall from time to time require after duly considering any recommendations or suggestions from the Patiala Darbar.

18. The North Western railway shall book goods and passengers from all stations upon the line of the Rajpura-Bhatinda railway to all such stations upon other lines of railway as the North Western railway now or shall from time to time interchange traffic with and shall otherwise extend to the traffic on the Rajpura-Bhatinda railway all privileges facilities and booking arrangements now

or hereafter used or enjoyed by the North Western railway in connetion with other lines of railway.

19. The North Western railway shall charge such rates fares and tolls and shall make such rules conditions and arrangements in respect of the traffic on the said Rajpura-Bhatinda railway as are now in force or shall be from time to time within the powers of the Manager North Western railway to introduce on the North Western railway. Construction and Revenue stores required either for the North Western railway or for the Rajpura-Bhatinda railway shall be carried over the lines of the amalgamated undertaking at the rates and under the conditions in force for the time being on the North Western railway.

20. All services which on the Rajpura-Bhatinda railway the Secretary of State or the Patiala Darbar shall require the North Western railway to perform for the Post Office the Military Department the Police Department or any other Department of the State or for high Government officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India) the conveyance of Post Office servants when on duty the conveyance of troops and sailors Military and Naval establishments horses and other animals used for military purposes guns military stores and equipments the conveyance of police prisoners and paupers the conveyance of telegraph stores instruments officers and workmen and of any public stores whatever inclusive of stores for any other State railway shall be performed by the North Western railway on the same general conditions and at the same rates and under the same conditions as may for the time being be generally in force on the North Western railway.

21. The North Western railway shall record and keep in proper books full and particular accounts of all its transactions and correspondence in any way relating to or affecting the Rajpura-Bhatinda railway or the business thereof or any of the matters or things included or referred to in this contract so as at all times to exhibit fully and truly the state of its affairs in relation thereto and the Patiala Darbar or any person or persons appointed by it in that behalf shall at all reasonable times have free access to all the books accounts papers and documents of the North Western railway relating to the Rajpura-Bhatinda railway with power to call for or make copies of or extracts from the same.

22. The North Western railway shall keep the following accounts in regard to the Rajpura-Bhatinda railway :

A Capital account including the stores accounts.

A Revenue account.

23. In the Capital account of the Rajpura-Bhatinda railway the following particulars shall be entered to debit and credit respectively (that is to say)—

To debit.

(*a*) The value at cost price as shewn in the accounts of the Rajpura-Bnatinda railway as and in manner aforesaid inclusive of the railway plant and machinery handed over to the North Western railway as aforesaid.

(*b*) The value as certified by the Patiala Darbar of all land provided by it after the thirteenth day of October 1889 for the purposes of the Rajpura-Bhatinda railway.

(*c*) All moneys which shall be actually expended by the North Western railway with the sanction of the Patiala Darbar out of funds provided by it in respect of the Rajpura-Bhatinda railway upon works plant or machinery the cost of which is chargeable to Capital.

(*d*) All such other sums (if any) as ought to be entered to debit in the Capital account.

And to credit.

(*e*) All such of the moneys to be received by or on behalf of the North Western railway in respect of the Rajpura-Bhatinda railway as ought under the provisions of this contract to be treated as received on account of Capital.

(*f*) The value of any land originally debited to the Capital account of which the North Western railway shall have been allowed to take possession for the purposes of the Rajpura Bhatinda railway and which shall have been subsequently relinquished.

24. All moneys expended by the North Western railway on the Capital account of the Rajpura Bhatinda railway and all other expenses of the North Western railway in connection therewith shall from time to time be stated and submitted to the Patiala Darbar. The Capital account shall from time to time be made up and the balance thereon ascertained and stated therein.

25. The gross receipts of the Rajpura Bhatinda railway are to be collected and treated as receipts of the North Western railway. Moneys such as shall arise from the sale of any property on any occasion other than the replacement of the property sold by other property of the same or a similar character shall be treated as received on account of Capital the residue shall be treated as received on account of Revenue. Provided always that no sale of any property other than stores belonging to the Darbar on any occasion other than such replacement as aforesaid shall be made without the sanction of the Patiala Darbar.

26. A Revenue account for the Rajpura-Bhatinda railway showing the earnings of the line under the heads prescribed for State railways and in total the percentage deduction therefrom for working expenses as per paragraph 27 following shall be prepared by the North Western railway annually to the 31st of March* in each year or to such other days as may at any time be prescribed for Indian State railways and shall be regularly submitted by the North Western railway to the Patiala Darbar. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Patiala Darbar but nevertheless any error which may subsequently be discovered therein shall be corrected in

* As amended by Corrigendum, dated 29th August 1927.

the then next Revenue account or in any subsequent Revenue account or accounts.

27. All costs charges and expenses incurred by the North Western railway in connection with the maintenance management use and working of the Rajpura-Bhatinda railway and the conveyance of traffic thereon properly chargeable to Revenue account shall be paid out of the gross receipts of the amalgamated undertaking and so far as possible out of the gross receipts of the year* to which they are properly attributable and in each year* there shall be deducted from the gross receipts of the Rajpura-Bhatinda railway fifty-five per cent. of such gross receipts and the balance after making the said deduction shall be paid over to the Patiala Darbar.

* Payments under this clause shall be calculated at the close of each year, but payments on account and subject to adjustment may be made at the close of first half of each year.

28. In case any question shall arise whether any expenditure incurred for the purposes of the amalgamated undertaking is to be treated in the whole or in part as a charge incurred on Capital account or how the same is to be dealt with the question shall be determined on the general principle that Capital is to bear the cost of new works of additional rolling-stock plant and machinery and of substantial improvements of and additions to old works plant and machinery including the cost of any temporary new work the construction of which is requisite for the construction of a work properly chargeable to Capital and that subject to the provisions of paragraph 10 the cost of repairs restorations renewals replacements and substitutions is to be borne by Revenue. If any difference shall arise between the Patiala Darbar and the North Western railway as to whether any expenditure of the North Western railway is properly chargeable to Capital or Revenue the matter in difference shall be referred to the decision of the Secretary of State.

29. In addition to the electric telegraphs already established along or upon the Rajpura-Bhatinda railway the Secretary of State may from time to time establish such electric telegraphs as he shall think fit along or upon the Rajpura-Bhatinda railway or any part or parts thereof or any land or works belonging thereto and may maintain and work the electric telegraphs already established or to be established as aforesaid as the Secretary of State shall think fit and it shall be lawful for the Secretary of State for such purposes or any of them to enter at all times by his agents workmen or others on the lands or works belonging thereto and to erect place maintain make do and execute thereon all such buildings machinery works appliances acts and things as the Secretary of State shall consider necessary or proper in relation to the construction maintenance use and working of the said electric telegraphs. The Secretary of State shall be exclusively entitled to the possession of all buildings machinery works and appliances erected or brought by him under the powers conferred on him by this section on the Rajpura-Bhatinda railway or on any land or works belonging thereto. The North Western railway shall in accordance with the rules in force for the

* As amended by Corrigendum, dated 29th August 1927.

time being on State railways at all times furnish the Secretary of State with such free passes over the Rajpura-Bhatinda railway or any parts thereof as he shall require for persons employed by him in or about or in connection with the construction maintenance working or inspection of the electric telegraphs mentioned in this section or any building machinery works or appliances appertaining thereto.

30. The Secretary of State will from time to time allow the North Western railway to have the exclusive use of any such electric telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the North Western railway for the purpose of safely or efficiently working the Rajpura-Bhatinda railway or any part or parts thereof. The Secretary of State will maintain and keep in good repair and in good working condition the electric telegraphs and telegraphic appliances of which the North Western railway shall for the time being be allowed to have the use.

31. The North Western railway shall from time to time upon demand by the Telegraph Department of the Secretary of State transfer to the credit of that Department the amount which shall from time to time be due for rent maintenance and inspection of the electric telegraphs and telegraphic appliances of which the Secretary of State shall from time to time under the last preceding section have allowed to the North Western railway the exclusive use such charges being calculated according to the rules for the time being in force for State railway telegraphs.

32. The North Western railway shall in relation to any electric telegraphs or telegraphic appliances of which under the 31st section of this contract it shall for the time being be allowed to have the use observe the rules applicable to telegraphs and telegraphic appliances which shall for the time being be in force in the case of State railway telegraphs.

33. All correspondence connected with the working of the Rajpura-Bhatinda railway under any of the clauses of this agreement shall so far as the questions affecting principles and important matters are concerned be conducted between the Manager, North Western railway for the time being and the Patiala Darbar through the medium of the Secretary to the Government of the Punjab in the Public Works Department but in ordinary matters the Patiala Darbar shall if it desires to do so correspond with the Manager, North Western railway direct through its own officials.

34. The Patiala Darbar shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this contract.

35. If there shall be any breach (whether by act or omission or default) on the part of the North Western railway or of the Patiala Darbar of any of the stipulations or provisions of this contract performed or observed and the North Western railway or the Patiala Darbar respectively shall fail to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Patiala Darbar or the

North Western railway respectively the Secretary of State may on or at any time after the expiration of the six calendar months aforesaid determine this contract by giving to the North Western railway or the Patiala Darbar as the case may be notice in writing of such determination.

36. Upon the determination of this contract under either of the two Sections 5 or 35 or by effluxion of time the North Western railway shall give to the Patiala Darbar possession of the Rajpura-Bhatinda railway together with the plant and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract and all plans books surveys sections printings writings and documents whatsoever in any wise connected with the Rajpura-Bhatinda railway and all other property (if any) belonging or appertaining thereto and shall pay to the Patiala Darbar all moneys in the possession of the North Western railway on account of the Rajpura-Bhatinda railway. And after such possession shall have been given and after all moneys which under this contract shall have become payable to the Patiala Darbar shall have been duly paid the Patiala Darbar shall be bound to indemnify the North Western railway its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Rajpura-Bhatinda railway and which shall be then subsisting.

37. Upon the termination of this contract the working stores appertaining to the Rajpura-Bhatinda railway which may have been provided by the North Western railway shall if the North Western railway so desire be taken over by the Patiala Darbar at a valuation to be determined by mutual agreement or if necessary by arbitration.

38. In the event of any difference of opinion arising upon any of the terms of this agreement between the Patiala Darbar and the North Western railway the matter shall be referred through the Punjab Government to the Government of India whose decision shall be final and binding on all parties.

In witness whereof the said parties have hereunto set their respective hands and seal the day and year herein below entered opposite their names respectively.

MASHIR-UD-DOLA MUMTAZ-UL-MULK
KHALIFA SYED MOHOMED HUSSAIN,
KHAN BAHADUR,
Foreign Minister, Patiala Darbar.

This thirty-first day of October 1892.

F. L. O'CALLAGHAN,
Secretary to the Government of India,
Public Works Department,
acting under the orders of the Government,
on behalf of the Secretary of State
for India in Council.
this 30th day of January 1893.

No. XIV.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION on that PORTION of the REWARI-FEROZEPORE RAILWAY which lies within the PATIALA STATE,—1886 and 1900.

I, Maharaja Rajindar Singh. Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Ferozepore Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

KANWAR RANBIR SINGH, *Bahadur*,

J. P. WARBURTON,

SIRDAR GURMUKH SINGH,

KHALIFA SAYED MOHOMED HUSSAIN,
MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State.

No. XV.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION over that PORTION of the DELHI-UMBALLA-KALKA RAILWAY which lies within the PATIALA STATE,– 1890-1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Delhi-Umballa-Kalka Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

KANWAR RANBIR SINGH, *Bahadur*,

J. P. WARBURTON,

SIRDAR GURMUKH SINGH, MASHIR ALLA,

KHALIFA SAYED MOHOMED HUSSAIN
MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State.

No. XVI.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION on that PORTION of the RAJPURA-BHATINDA RAILWAY which lies within the PATIALA STATE,—1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rajpura-Bhatinda Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

KANWAR RANBIR SINGH, *Bahadur*,

J. P. WARBURTON,

SIRDAR GURMUKH SINGH,

KHALIFA SAYED MOHOMED HUSSAIN,
MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State.

No. XVII.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION on that PORTION of the BIKANER-BHATINDA RAILWAY which lies within the PATIALA STATE,—1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Bikaner-Bhatinda Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

KANWAR RANBIR SINGH, *Bahadur*,

J. P. WARBURTON,

SIRDAR GURMUKH SINGH,

KHALIFA SAYED MOHOMED HUSSAIN,
MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State.

No. XVIII.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION on that PORTION of the LUDHIANA-DHURI-JAKHAL RAILWAY which lies within the PATIALA STATE,—1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Ludhiana-Dhuri-Jakhal Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

KANWAR RANBIR SINGH, *Bahadur*,

J. P. WARBURTON,

SIRDAR GURMUKH SINGH,

KHALIFA SAYED MOHOMED HUSSAIN,
MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State.

No. XIX.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION over that PORTION of the SOUTHERN PUNJAB RAILWAY which lies within the PATIALA STATE,—1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Southern Punjab Railway, including the Nirwana-Kaithal Branch Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

KANWAR RANBIR SINGH, *Bahadur*,

J. P. WARBURTON,

SIRDAR GURMUKH SINGH,

KHALIFA SAYED MOHOMED HUSSAIN,
MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State.

No. XX.

POSTAL CONVENTION for the EXCHANGE of CORRESPONDENCE, PARCELS, INSURED and VALUE-PAYABLE ARTICLES and MONEY ORDERS, between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICES in the TERRITORIES of HIS HIGHNESS MAHARAJA SIR RAJENDAR SINGH, G.C.S.I., CHIEF of PATIALA,—1900.

ARTICLE 1.

There shall be a mutual exchange of correspondence, parcels and money orders between the Imperial Post Office of British India, hereinafter termed the "Imperial Post," and the Post Offices in the territories of His Highness the Maharaja of Patiala, hereinafter termed the "Patiala State Post." This exchange, which shall also include registered, insured and value-payable articles, shall be governed by the rules given in the Indian Postal Guide for the time being. The term "correspondence" shall include letters, post-cards, newspaper and book and pattern packets.

ARTICLE 2.

Certain selected Post Offices in British India and in the Patiala State shall be placed in postal communication with one another, that is, they shall be authorised to exchange mail bags containing registered and unregistered correspondence and ordinary parcels, but not insured or value-payable parcels or money orders. Some of these offices shall be constituted Offices of Exchange on the side of British India and on the side of the Patiala State, and these offices shall be the sole medium of exchange for insured and value-payable articles and money orders, and shall alone be entrusted with the duty of preparing the accounts resulting from the exchange of money orders.

ARTICLE 3.

Indian postage stamps, post-cards and embossed envelopes, overprinted with the words "Patiala State," shall be supplied on indent by the Government of India to the Patiala State at cost price. They shall be sold by the Patiala State to the public at the value marked on each postage stamp, post-card or embossed envelope. Indian postage stamps, post-cards and embossed envelopes, overprinted with the word "Service" in addition to the words "Patiala State," shall also be supplied on indent by the Government of India to the Patiala State, at cost price, and these overprinted stamps shall be used solely for the purpose of prepaying correspondence on the service of the Patiala State posted in that State

ARTICLE 4.

These overprinted postage stamps, post-cards and embossed envelopes, overprinted with the words "Patiala State," shall alone be used in the Patiala State for the prepayment of inland correspondence, and they shall be recognised by the Imperial Post only when attached to inland correspondence, posted within the limits of the State of Patiala.

ARTICLE 5.

The rates of postage, fees, or commission charged by the Patiala State Post on all classes of correspondence, paid and unpaid, registered and unregistered, insured and value-payable, on all parcels, and on all money orders shall not be in excess of the rates charged by the Imperial Post.

ARTICLE 6.

Responsibility for articles insured and for payment of compensation under the rules given in the Indian Postal Guide for the time being shall rest with the Imperial Post Office, while the articles concerned are in its custody; and with the Patiala State, while the articles concerned are in its custody.

ARTICLE 7.

Articles of all kinds superscribed "On Postal Service" and franked by the signature and official designation of an officer of the Imperial Post or an officer of the Patiala State Post shall be exchanged free of all charge as respects postage.

ARTICLE 8.

The Government of India shall bear the cost of conveying mails within the limits of British territory, and the Patiala Darbar shall bear the cost of conveying mails within the limits of the State of Patiala. But the Imperial Post shall be entitled to the free conveyance of mails over postal lines in the Patiala State, whether such mails be intended for transmission to a Patiala State Post Office or an *Imperial Post* Office, and similarly the Patiala State Post shall be entitled to the free conveyance of mails over Imperial postal lines, whether such mails be intended for transmission to an Imperial Post Office or a Patiala State Post Office.

ARTICLE 9.

Inland correspondence, registered and unregistered, received from the Patiala State Post, fully prepaid with the overprinted postage stamps described in Article 3 (including correspondence prepaid by Patiala State service stamps), shall be delivered in British India free of all charge on account of postage.

ARTICLE 10.

Inland correspondence received from the Patiala State Post, not fully prepaid with the overprinted postage stamps described in Article 3, shall be treated by the Imperial Post as though originally posted in British India, and charged on delivery with the usual rates for inland unpaid postage, which shall be retained by the Imperial Post.

ARTICLE 11.

Fully prepaid inland correspondence, registered and unregistered (including correspondence prepaid by service stamps), transferred by the Imperial Post, shall be delivered by the Patiala State Post free of all charge on account of postage.

ARTICLE 12.

On inland correspondence, not fully prepaid, transferred by the Imperial Post for delivery through the Patiala State Post, the latter shall retain the postage it realizes.

ARTICLE 13.

Unclaimed and refused inland correspondence shall be exchanged in both directions, but the exchange shall be accompanied by no accounts.

ARTICLE 14.

Fully prepaid foreign correspondence, addressed to any place in the Patiala State, shall be delivered by the Patiala State Post free of all charges on account of postage; but if such correspondence be unpaid or insufficiently paid, it shall be delivered on payment of the amount *taxed thereon by the Imperial Post*, and the amount so collected shall be remitted to the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa).

ARTICLE 15.

On foreign correspondence posted in the Patiala State postage can be prepaid only by means of Imperial postage stamps not bearing the over-print "Patiala State." Postage stamps, overprinted with the words "Patiala State," shall not be recognized in payment of postage on foreign correspondence.

ARTICLE 16.

Prepayment of inland parcel postage between the Imperial Post and the Patiala State Post, in both directions, shall be compulsory.

ARTICLE 17.

Inland parcels, received from the Patiala State Post, shall be delivered in British India free of all charge on account of postage.

ARTICLE 18.

Inland parcels, transferred by the Imperial Post for delivery through the Patiala State Post, shall be delivered free of all charge on account of postage.

ARTICLE 19.

Fully prepaid foreign parcels, addressed to any place in the Patiala State, shall be delivered by the Patiala State Post free of all charge on account of postage; but if such parcels be unpaid, they shall be delivered on payment of the amount *taxed thereon by the Imperial Post*, and the amount so collected shall be remitted to the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa).

ARTICLE 20.

Prepayment of postage, at the rates published in the Indian Postal Guide, is compulsory in the case of all foreign parcels posted in Patiala. The postage so collected shall be remitted to the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa).

ARTICLE 21.

The Imperial inland money order rules, as given in the Indian Postal Guide for the time being, shall be adopted by the Patiala State Post, and the Imperial inland form of money order application shall be used.

ARTICLE 22.

Money orders, issued by the Patiala State Post for payment in British India, shall all be sent by the Bazar, Narnaul, Govindgarh, Patiala Offices of Exchange to the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa). Such money orders shall be paid in full in British India free of all charges and without deduction on any account whatsoever.

ARTICLE 23.

Money orders, issued by the Imperial Post for payment by the Patiala State Post, shall be transferred to the Bazar, Narnaul, Govindgarh, Patiala Offices of Exchange by the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa). Such money orders shall be paid in full in the Patiala State free of all charges and without deduction on any account whatsoever.

ARTICLE 24.

The postal administration which collects the money from remitters of money orders shall account to the administration which pays them for the total amount of the orders issued in each month, together with one-half per cent. additional on the monthly total by way of commission.

ARTICLE 25.

A monthly account current showing the amount to be credited to the Patiala State on account of money orders paid by the Patiala State Post and the amount to be debited to the Patiala State on account of money orders issued by the Patiala State Post shall be rendered by the Imperial Offices of Exchange (Umballa), to the Patiala Office of Exchange. If the balance of this account is in favour of the Patiala State Post, it shall be paid at once by the Imperial Offices of Exchange (Umballa), and if it is in favour of the Imperial Post, it shall be paid by the Patiala Offices of Exchange immediately after the monthly account current is rendered.

ARTICLE 26.

The Director-General of the Post Office of India and the Patiala Darbar shall have authority to draw up, in direct communication with one another, detailed regulations for giving effect to this Convention, and to settle all matters of detail and procedure connected with the exchange of articles between the Imperial Post and the Patiala State Post, including the selection of Post Offices, situated in British India or in the Patiala State, between which postal communication shall be maintained. The detailed regulations so drawn up shall be subject to such modification as may, from time to time, be mutually agreed to by the said authorities.

KANWAR RANBEER SINGH, BAHADUR,
SIRDAR GURMUKH SINGH,
KHALIFA S. MOHAMED HOSSAIN, K.B.,
MASHIRUDOULA MUMTAZ-UL-MULK.
} *Members of the Administrative Committee, Patiala.*

for *His Highness the Maharaja Rajendar Singh Sahib Bahadur, G.C.S.I., etc., etc., Chief of the Patiala State.*

PATIALA; RANBIR SINGH.

The 26th March 1900.

Signed by the Director-General of the Post Office of India on the thirty-first day of July 1900.

A. U. FANSHAWE,
Director-General of the Post Office of India.

Approved and confirmed by the Government of India.

By order,
W. J. CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 15th August 1900.

Similar conventions were signed by Nabha on the 6th March 1900, and by Jind on the 10th April 1900.

No. XXI.

AGREEMENT ENTERED into between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of PATIALA for the INTRODUCTION of definite arrangements for the effective control and discipline of the PATIALA IMPERIAL SERVICE TROOPS when serving beyond the FRONTIER of the PATIALA STATE,—1900.

Whereas His Highness Maharaja Sir Rajindar Singh, Bahadur, G.C.S.I., Chief of Patiala, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Patiala State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British Officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness the Maharaja of Patiala of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they

are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Patiala State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Maharaja of Patiala or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's Forces, the said Maharaja of Patiala has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

KANWAR RANBIR SINGH, BAHADUR,
SIRDAR GURMUKH SINGH,
KHALIFA S. MUHAMMAD HUSSAIN,
} *Members of Administrative Committee, Patiala State.*

for *His Highness the Maharaja, Chief of the Patiala State.*

SIMLA:
The 1st July 1900.

Approved and confirmed by the Government of India.

By order,
H. S. BARNES,
Secy. to the Govt. of India, Foreign Dept.

SIMLA:
The 7th May 1901.

Similar Agreements have been executed by the following States in the Punjab:—

Bahawalpur, on the 1st March 1900.
Jind, on the 19th July 1900.
Nabha, on the 26th June 1900.
Kapurthala, on the 30th October 1899.
Sirmur, on the 4th November 1899.
Maler Kotla, on the 27th October 1899.
Faridkot, on the 16th December 1899.

They were all approved and confirmed by the Government of India on the 7th May 1901.

No. XXII.

FINAL WORKING AGREEMENT of SIRHIND CANAL between the IMPERIAL GOVERNMENT and the SIGNATORY STATES,—1903.

CONVENTION AND WORKING AGREEMENT.

Details of superintendence, powers of local officers, and other matters connected with the management of the main channels of the Patiala Branches, Sirhind Canal, and their connected works which require to be settled by the Punjab Government with the States concerned, subject to the confirmation of the Supreme Government under Clause 27 of the Terms of Agreement of 1873 regarding the Sirhind Canal.

1. The Patiala Branches of the Sirhind Canal and their connected works will form one Executive charge hereinafter called the Patiala Division, Sirhind Canal, and the Establishment of the said Division will, as laid down in Clause 25 of the Terms of Agreement, work entirely under the orders of the British Government.

2. The Division will comprise two Sub-Divisions, as under :—

1st Sub-Division.

	Miles.
First Feeder	15
Kotla Branch	97
TOTAL	112

2nd Sub-Division.

	Miles.
Second and Third Feeders	25
Patiala Navigation Channel	7
Ghaggar Branch	54
Choa Branch	25
TOTAL	111

3. The Establishment to be employed in the Patiala Division will be of the strength shown in the appended Schedule, which is estimated to cost Rs. 3,175 (three thousand one hundred and seventy-five) per mensem at the average rates of salary adopted in the Schedules of Establishment for the Irrigation Department of the Punjab. The actual cost will vary with the grades of the Officers employed. Travelling allowances and contingent expenses will be an additional charge. The strength of the Establishment may be altered from time to time by the British Government in accordance with requirements, and the actual cost will be borne by the Signatory States in the proportions of their respective shares *viz.*:—

	Per cent.
Patiala	83·6
Nabha	8·8
Jind	7·6

Further charges will also be made to the States on account of Direction and Leave and Pension Allowances which will be calculated in accordance with the general rules for the time being in force for regulating the distribution of such charges.

4. The limits within which the Establishment of the Patiala Division will work upon the Patiala Branches, are the boundaries of land taken up for the said Branches and their connected works. Within these limits the provisions of the Canal Act which may for the time being be in force in the Punjab, will be held to apply, and offenders against Canal regulations will be treated in accordance with the provisions of Clause 28 of the Terms of Agreement for the Sirhind Canal.

5. The Officers of the Patiala Division will also have power to enter on land outside the limits or boundaries of the Patiala Branches in case of any accident happening or being apprehended to any of the said Branches or their connected works, and to execute all works which may in their opinion be necessary for the purpose of repairing or preventing such accident. Compensation will in every such case be tendered to the proprietors or occupiers of the said lands for all damages done to the same, and if such tender be not accepted, the matter will be referred to the State which owns the said lands, in order that compensation may be awarded in accordance with Clause 7 of the Terms of Agreement for the Sirhind Canal.

6. The Officers of either of the Signatory States will in like manner have power to enter on lands outside the limits or boundaries of any Distributary owned by such States in case of any accident happening or being apprehended to the said Distributary, and to execute all works which may be necessary for the repair or prevention of such accident, whether the lands in question belong to the British Government or to any other Signatory State. Compensation will in every such case be tendered to the proprietors or occupiers of the said lands for all damages done to the same; and if such tender be not accepted, the matter shall be referred to the British Government or to the State concerned, as the case may be, for disposal in accordance with Article 7 of the Terms of Agreement.

7. In order to ensure the distribution of the available supply in proportion to the respective shares of the Signatory States, and to guard against breaches in the lower portions of the Branches which would result from the sudden closure of the upper Distributaries, the entire control of the supply entering the heads of the Patiala Branches will rest with the Officers of the Patiala Division, provided that the control of the supply entering the head of any Distributary may, with the approval of the Local Government, rest with the State to which the Distributary belongs, if it be known that the State possesses such an Establishment as will enable it to satisfactorily comply with the following indispensable conditions :—

(*a*) The supply in the Distributary shall never exceed a certain maximum gauge which will be determined from time to time by the Executive Engineer, Patiala Division.

(*b*) During periods of insufficient supply the Distributary shall be closed completely and so as to avoid leakage at the head for such periods as may be prescribed by the Executive Engineer, Patiala Division.

(*c*) In the event of a breach in the Distributary or of a sudden cessation in the demand, the supply entering the head shall not be shut off to such an extent as may cause a rise of the supply on the Canal gauge next below the head of the Distributary in excess of the limit which may be from time to time prescribed by

the Executive Engineer, Patiala Division. Should a further reduction of the supply be required, the person in charge of the regulation shall report at once to the nearest Canal subordinate, and await his instructions or a lowering of the supply.

(*d*) The person in charge of the regulation of the supply to a Distributary shall maintain a correct record of the gauges in the head reach of the Distributary and of the Canal gauges in the vicinity, when these are not recorded by a servant of the Executive Engineer's Establishment. Copies of the gauge registers shall be sent daily to the Executive Engineer, and the register shall be at all times available for the inspection of the Executive Engineer and his subordinate officers.

8. If the regulation of the supply entering a Distributary be not carried on in strict accordance with the conditions prescribed in the preceding article, the Executive Engineer, Patiala Division, will at once report the matter to the State concerned, and if the State fail to notice his representation or to make satisfactory arrangements for more efficient regulation, the Executive Engineer shall resume the regulation of the supply to all the Distributaries owned by the State concerned, or to as many of them as he may consider necessary. In all such cases a report of the circumstances shall be made by the Executive Engineer to the Chief Engineer, through the Superintending Engineer of the Circle. The orders of Chief Engineer shall be final, and in the event of the Executive Engineer's action being confirmed the control of the supply to the Distributaries concerned shall not be restored to the State without his permission.

9. The requirements of the State in each of their respective Distributaries will be communicated to the Executive Engineer, Patiala Division, at suitable intervals in the form of a requisition or indent, stating the depths of water and corresponding supplies required at the head of each Distributary. If sufficient water be available, the Executive Engineer will pass into each Branch the full supply required to meet all indents in full. If the supply be insufficient, he will either reduce the supplies or depths asked for in each Branch, so as to give to each its proper share of the actual supply, or he will arrange to close or reduce the supply to one or more Branches for a suitable interval, and in rotation so as to run the others with the full supply indented for, or as near to the indent as may be practicable. The method to be adopted in the distribution of the supply between the Branches will depend on the exigencies of the irrigation and the wishes of the States concerned, which the Executive Engineer will consult as far as possible.

10. When the supply available is not sufficient to meet all indents in full, the Executive Engineer will scrutinize the indents submitted by each State, and when necessary will make such a reduction in the aggregate indent of either of them as may bring it within the limit of the established proportion of the available supply to which it is entitled, *viz.* :—

	Per cent.
Patiala	83·6
Nabha	8·8
Jind	7·6

in the same manner as laid down in Clause 20 of the Terms of Agreement for the distribution of supplies between the British and Patiala Branches.

11. Reductions of indents under the preceding articles will not, as a rule, be made in the quantity of water applied for in particular Distributaries (except when these quantities will cause an excess of the maximum permissible gauge), but in the time during which the Distributaries shall be permitted to remain open. Thus if the aggregate indent of a State amounts to 200 cubic feet for a period of ten days and the supply available will allow 160 cubic feet only, the Distributaries may be run to the full extent of the indent for eight days, and closed during two. The Executive Engineer will determine and intimate to the States the necessary durations of such closures.

12. The distribution of the supply for each indent period must be settled on its own basis, and the fact of a State having indented for less than its full share in previous periods will not entitle it to more than its due share in a given period. Similarly, if a State does not take its full or sanctioned share in any day of a period, it will not on this account be entitled to more than its share on any other day during the same period.

NOTE. This article relates only to cases in which a State has not taken on a particular day or for a particular period the full gauge allowed by the Executive Engineer. It will not affect the arrangement of closures ordered by the Executive Engineer, under which a State may be given less than its share for one day or period, and more than its share for a subsequent day or period.

13. The Executive Engineer, Patiala Division, will, as soon as possible after the receipt of an indent, inform the State concerned of the orders passed thereon, and of the reasons for any modifications or reductions. In such orders the particular days or periods during which closures of particular Distributaries are to be enforced should be clearly stated.

14. The gauge registers for the heads of the several Distributaries will be held to give authoritative data for calculating the quantity supplied to them, subject however to such tests and verification as the Executive Engineer may deem necessary.

15. These gauge registers will be carefully maintained in bound books by the Executive Engineer, Patiala Division, and will show for each day—

(*a*) The gauge indented for and that allowed by the Executive Engineer on the State indent, when the indent has been modified.

(*b*) The actual gauge readings in the Branch and in the Distributary immediately above and below the head of the Distributary, and in all cases in which the heads have been supplied with gates and rack gearing, the actual height of the gate opening.

(*c*) The volume discharged.

(*d*) The reasons for the allowed indents not being complied with in full.

At the close of each month the daily discharges will be totalled.

16. In another bound book the total discharges of the Distributaries for each month will be abstracted and compared with the total or daily discharges at the head of the Patiala Branch (First Feeder), and with the discharge to which each State would be entitled at the established proportion, after deducting for loss in the Branches. For this purpose the Distributaries belonging to each State will be grouped together, and the aggregate of their discharges shown. Differ-

ences between the actual discharges and those calculated on the established proportions will be duly explained.

17. A copy of this monthly abstract will be sent by the Executive Engineer, Patiala Division, to the Superintending Engineer of the Circle as soon as possible after the close of each month, and it will be the duty of the Superintending Engineer to scrutinize these returns carefully, and to satisfy himself that the principle of proportionate distribution is attended to by the Executive Engineer. The Executive Engineer will also send a copy to each of the Signatory States if requested to do so.

18. Complaints on the part of a Signatory State regarding the distribution of water will be addressed to the Superintending Engineer of the Circle and sent through the Executive Engineer, Patiala Division, who in forwarding the complaint will attach his explanation to it. The Superintending Engineer will communicate his decision on the subject to the State and an appeal will lie to the Lieutenant-Governor of the Punjab under Clause 43 of the Terms of Agreement.

19. The Officers of the Patiala Division will have power to observe discharges in the Distributaries of the Signatory States, and to do all things needful to ascertain the volumes of water passing into the said Distributaries. The States to whom the Distributaries belong will be bound to provide funds for the construction of discharge sites, gauges, and any other works which the Executive Engineer, Patiala Division, may consider necessary for the actual measurement of the said discharges.

20. The Signatory States will be bound to make arrangements for the supply of labour for urgent works, delay in the execution of which would endanger the safety or efficiency of the Patiala Branches. The names of the villages which are to supply labour, the number of labourers to be supplied by each village, the names of the responsible persons, who shall be addressed when labour is required to be collected, the rate of wages, and other details will be settled by the States in communication with the Superintending Engineer of the Circle, and the arrangements will be such as will ensure the labour being promptly supplied on the requisition of the Executive Engineer of the Patiala Division, or of the Sub-Divisional Officers.

21. British villages commanded by the Distributaries of a Signatory State will be entitled to a share of the supply sufficient for the irrigation of the same percentage of the area commanded as may be allowed in other villages on the same Distributaries, subject to the following conditions :—

(*a*) The regular payment of all charges for water supplied whether for irrigation or other purposes, subject to the conditions of Article 23 of this Convention.

(*b*) The due observance of such rules and regulations for the distribution of the supply, maintenance of watercourses, etc., as may be made by the State, and are in accordance with the Canal Act and Rules passed under it.

(*c*) Abstention from wilful or malicious damage to the State Distributary or its connected works, or from interference with the officers or servants of the State in the discharge of their legitimate duties.

(*d*) The supply of a fair and reasonable number of labourers in the event of a breach of the banks of the Distributary or other accident within the boundaries of the villages concerned.

In the event of either of these conditions not being fully complied with, the State owning the Distributary may make a representation on the subject to the Executive Engineer, Patiala Division, who will at once proceed to enquire into the matter and will pass such orders as may be appropriate. Cases of offences under Section 70 of the Canal Act will be tried by the Executive Engineer in his capacity as a Canal Magistrate under that section.

In the event of a general or persistent disregard of the above conditions the State concerned may, after communication with the Executive Engineer, reduce or withdraw the supply assigned to the village in question, provided that the supply shall not be reduced or withdrawn during the currency of a crop, and that no outlet shall be closed or removed for a longer period than one year or two harvests without the concurrence of the Local Government.

22. The Executive Engineer will be the medium for all communications on matters relating to the Canal between the States and the British villages irrigated from the Patiala Branches. The States will address him when they find reason to complain regarding the action of the villagers, and he will take such action as may appear necessary in each case, keeping the States informed of the final orders passed by him. Similarly, complaints on the part of the villagers will be addressed to him, and he will, after due investigation, send on to the States concerned cases which appear to require action on the part of the State; the final orders passed by the State in each case will be communicated to him.

23. The charges for water supplied to British villages from the Patiala Branches, whether for irrigation or for other purposes, are not to exceed the charges which are leviable under the schedule of rates in force on the British Branches for water supplied from those Branches to villages of the British and Signatory States. The Superintending Engineer of the Circle will supply each State with a schedule of the rates in force on the British Branches for irrigation from Canals and Escapes, and for supply of water for other purposes, and will communicate any alterations in the said schedule that may from time to time be sanctioned by the British Government.

24. The Executive Engineer, Patiala Division, will be the sole Agent through whom the sums due from British villages irrigated from the Patiala Branches are to be recovered, and the States will refrain from attempting to collect money direct from the inhabitants of British villages, except as provided in Article 26 of this Convention.

25. The procedure for the recovery of water-rates on account of irrigation it British villages from the Patiala Branches will be as follows:—

(*a*) If the measurements of the land irrigated are made by the officials of a Signatory State, it will be the duty of these officials to inform the Executive Engineer, Patiala Division, of the dates on which the measurements will be made. The Executive Engineer, Patiala Division, will then give due information to the Deputy Commissioners of the Districts concerned, who will issue orders to the

Lambardars and Patwaris to attend the measuring parties. On completion of the measurements the official of the State will hand over the "parchas" to the Lambardars for distribution to the villagers and make out the Demand Statements, which will be forwarded through the Executive Engineer, Patiala Division, to the Deputy Commissioners of the Districts concerned, who will collect the revenue as assessed.

(*b*) The villagers may lodge any complaints within the prescribed period either with State officials or with the Executive Engineer, Patiala Division, or with the Deputy Commissioner. The two latter officers will forward any objections so received to the State for due inquiry. If remissions be granted, the State officials will forward the usual Remission Statements, through the Executive Engineer, Patiala Division, to the Deputy Commissioner, who will take the necessary action. The amount due as fees to Lambardars which shall equal 3 per cent. on the amount to be collected, will be shown on the "Khataunis" which will be forwarded through the Executive Engineer, Patiala Division, to the Deputy Commissioner. The Deputy Commissioner will, after making the necessary deductions on this account, remit the balance of the demand to the several States concerned.

No retrenchment will be made by any Signatory State from the amounts due as fees to Lambardars on account of non-fulfilment of the conditions laid down in Rule 37, passed under Act VIII of 1873, but the State will duly report to the Deputy Commissioner, through the Executive Engineer, Patiala Division, cases in which those conditions have not been complied with to its satisfaction, and the Deputy Commissioner will take such action as he may consider necessary, of which the States concerned will be duly informed.

(*c*) The Executive Engineer, Patiala Division, will, if requested to do so by a Signatory State, undertake to record and measure the irrigation in British villages from the Patiala Branches, subject to such conditions as regards payment by the State of the cost of the Establishment required and other matters as may be approved by the Punjab Government.

(*d*) The Punjab Government reserves to itself the right of deputing Patwaris to attend the State measurements in British villages irrigated from the Patiala Branches, who will take a copy of the State Khasra or measurement paper, will make out the Demand Statements and prepare and distribute the "parchas." In this case the procedure prescribed in Clauses (*a*) and (*b*) will be so far modified that the State officials will not make out the "parchas" or the Demand Statements, but will merely forward to the Deputy Commissioner through the Executive Engineer, Patiala Division, an abstract of the demand, or "Jamabandi" for each village, while in addition to the deduction for Lambardars' fees of 3 per cent. on the amount to be collected, a further deduction of 2 per cent. will be made for the remuneration of the Patwaris employed.

26. Demand Statements for the recovery of charges other than water rates from British villages irrigated from the Patiala Branches will be sent by the States to the Executive Engineer, Patiala Division, who after satisfying himself of their correctness, will forward them to the Deputy Commissioner of the District concerned for realization, provided that in cases in which the villagers do not dispute

the claim, they shall be permitted to pay such demands to the officials of the State concerned. All amounts collected by the Deputy Commissioner on account of charges other than water-rates shall be remitted to the Signatory States connected in the same way as provided in the case of water-rates.

27. The Signatory States will, after the close of each year ending 31st March, forward through the Political Agent, Phulkian States, to the Superintending Engineer, Sirhind Canal, for inclusion in the annual Revenue Report of that canal, statistical returns showing the working of the Distributaries of the Patiala Branches, during the past year in the respective States.

The returns will be in such forms, will contain such information, and will be forwarded on such dates as may from time to time be prescribed by the Punjab Government. In like manner the Punjab Government will forward to the Signatory States similar returns and annual reports relating to the British Branches and Distributaries.

28. The foregoing stipulations will remain in force until modified or added to with the consent of the Punjab Government on the one part, and the Signatory States concerned on the other part. It will be open to the Punjab Government and to any one or more of the Signatory States to propose such modifications and additions as may from time to time be found desirable, provided that they shall be binding only on the assenting parties and shall not be prejudicial to the interests of any non-assenting Signatory State.

Schedule showing Establishment to be employed in the Patiala Division, Sirhind Canal, referred to in Article 3 of the Working Agreement of the Sirhind Canal between Imperial Government and the Signatory States.

Rank.	Number.
Executive Engineer	1
Sub-Engineers	2
Sub-Overseers	8
Accountant	1
Clerks	7
Draftsman	1
Hospital Assistants	3
Signallers	8
Mistri	1
Gauge Readers	4
Sowars	2
Duffadars	3
Barkandazes	16
Jamadar	1
Peons	6
Watchmen	34
Dâk Runners	36
Hospital Coolies	3
Bhistis	2
Sweepers	5

Witnesses	Signatory
WITNESSES : 1. GOKAL CHAND, *Deputy Foreign Minister, Patiala State.* 2. SUNDER SINGH (in Ver.), *Assistant Foreign Minister.*	ABDUL MAJID KHAN, *Col., Foreign Minister, Patiala State.*
WITNESSES : 1. UMRAO BEG (in Ver.), *Ahalkar-i-Ala, Jind State.* 2. NARAIN (in Ver.), *Ahalkar-i-Ala, Jind State.*	SHAMSHAR SINGH, *Ahalkar-i-Ala, Jind State.*
WITNESSES : 1. BISHAN SINGH (in Ver.), *Canal Agent, Nabha State.* 2. SALIGRAM VARMA, *Deputy Foreign Minister, Nabha State.*	PARABH DYAL, *Foreign Minister, Nabha State.*
WITNESSES : J. E. KENTHACK, *Executive Engineer, Public Works Department, Irrigation Branch, Punjab.* *The 12th August 1903.* R. P. RUSSELL, *Under-Secretary to Government, Punjab, Public Works Department, Irrigation Branch.* *The 12th August 1903.*	J. BENTON, *Secretary to Government, Punjab, Public Works Department, Irrigation Branch.* *The 12th August 1903.*

APPROVED and confirmed by the Government of India.

By order,
LOUIS W. DANE,
Secretary to the Government of India in the Foreign Department.

FORT WILLIAM ;
The 23rd February 1904.

No. XXIII.

DEED executed by HIS HIGHNESS the MAHARAJA of PATIALA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the KALKA-SIMLA RAILWAY,—1903.

I, Maharaja Bhoopindra Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Kalka-Simla Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

SIRDAR BAHADUR SIRDAR GURMUKH SING, *President.*
MUSHEERODOULA MUMTAZUL-MULK, KHAN BAHADUR,
KHALIFA SAYED MOHAMED HUSSAIN,
LALA BHAGWAN DASS,
} *Members of the Council of Regency, Patiala State.*

No. XXIV.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of PATIALA for the lease of land for a DRAINAGE OUTFALL,—1910.

This agreement made the eighteenth day of March one thousand nine hundred and ten between the British Government (hereinafter called the Lessor) of the one part and His Highness Maharaja Bhupindar Singh, Chief of Patiala (hereinafter called the Lessee which expression shall include his successor or successors and assigns) of the other part: Whereby the Lessor lets and the Lessee takes subject to the following terms and conditions all those plots or pieces of land situated in the villages of Drola Drauli Main and Tulwal in the Kaithal Tahsil of the District of Karnal in the Punjab being in admeasurement about 58 acres and 1 rood and being delineated and coloured green on the plan* hereto annexed and signed by the parties.

1. The Tenancy shall commence from the date of this agreement and shall be from year to year until determined by either party giving to the other not less than six months' notice in writing.

2. The rent shall be calculated at the rate of 4 per cent. per annum on the total expenditure incurred by the Lessor in acquiring the lands and shall be payable for each year on the first day of January of the next succeeding year. The Lessee also agrees to pay rent at the above rate for the period he has been in possession of the said lands or any portion thereof previous to the execution of this lease.

3. The Lessee will construct and maintain at his own expense such crossings over the said lands as may be deemed necessary by the Lessor.

4. The Lessee will use the said lands for the purpose of a drainage outfall of the city of Patiala and for no other purpose.

---

* Not reproduced.

5. If and whenever the rent shall be in arrears for thirty days or if and whenever there shall be a non-observance of any of the stipulations on the part of the Lessee herein contained the Lessor may re-enter upon the said lands or any part thereof and may repossess the same.

In witness whereof the parties hereto have hereunto set their hands on the dates hereinafter mentioned respectively.

Signed and delivered by His Highness Maharaja Bhupindar Singh, Chief of *Patiala, this third day of March* 1910.

BHUPINDAR SINGH,
Maharaja of Patiala.

Signed and delivered for and on behalf of the British Government by E. D. Maclagan, Chief Secretary to Government, Punjab, acting in the premises under the authority of His Honour the Lieutenant-Governor of the Punjab, this eighteenth day of March 1910.

E. D. MACLAGAN,
Chief Secretary to Government, Punjab.

No. XXV.

DEED executed by HIS HIGHNESS the MAHARAJA of PATIALA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the MAIN LINE of the NORTH WESTERN RAILWAY,—1913.

I, Maharaja Sir Bhupendra Singh, G.C.I.E., Maharaja of Patiala, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied between Ambala and Ludhiana by the main line of the North Western Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands for as long as these lands are used for the legitimate purposes of the Railway only.

S. HAMID HUSAIN,
Financial Secretary.

CHAMAN LAL,
Judicial Secretary.

BHAGWAN SINGH,
Foreign Secretary,
For the Maharaja of Patiala.

PATIALA :
The 5th November 1913.

No. XXVI.

TERMS of AGREEMENT amending Articles 27, 28 and 29 of the AGREEMENT, dated 29th August 1893, between the BRITISH GOVERNMENT and the PATIALA STATE, regarding the SIRSA BRANCH of the WESTERN JUMNA CANAL, 10th February 1926.

EXPLANATORY NOTES.

27. Careful discharge observations will be made at the points where the supply is gauged for the purpose of arriving at the shares due to the Patiala State and the actual supplies passed to it by the British Canal Officer. Such discharge observations should as far as possible be observed at least once every month. The Patiala State Agent shall receive timely notice of the dates on which it is proposed to take these discharges and shall have the option of taking part in the observations. The results shall be intimated to the Patiala State Agent whether he is present at the observations or not.

28. Under the arrangement proposed, the distribution between the Patiala Distributaries of the full supply due to them as a whole will be effected in accordance with the instructions of the Patiala Canal Agent, to which full effect will be given, as long as they will not involve an excess over the total allotment.

This provision is very necessary. During the Rabi especially the Branch will very often run with supplies barely sufficient for more than one or two Rajbahas, and a system of Rajbaha *tatils* will be obligatory.

Suppose the Patiala Distributaries to be entitled to 33·3 per cent. or one-third of the total supply. As long as Sirsa Branch is running its full supply of 1,200 cubic feet per second, the Patiala Distributaries would be entitled to a constant supply of 400 cubic feet.

ARTICLES OF AGREEMENT.

27. Gauges shall be fixed at the three points in the Sirsa Branch referred to in Article 26, and their registered readings shall be held to give authoritative data for the determination of the percentage of the whole supply entering the Branch which is passed into the Patiala Distributaries.

28. The regulation of the water passing into the heads of the Patiala Distributaries shall be entirely under the control of the British Canal Officer in charge of the Sirsa Branch. The requirements of each Distributary shall be communicated from time to time by an Agent appointed by the Patiala State for this purpose, and the British Canal Officer shall comply with these requirements, provided that they are within the limits of the supply to which the Patiala Distributaries may at the time be entitled under Article 25.

But in seasons of short supply it shall be optional for the British Canal Officer to pass into the Patiala Distributaries intermittent supply in excess of the percentage due to them and to shut off the supply either partially or entirely during the in-

But if the whole supply to the Branch fell to 400 cubic feet per second, it would be better to pass the whole 400 feet into the Patiala Distributaries for four days out of twelve, closing them entirely on the remaining eight, than to allow them to run constantly with a supply of only 133 cubic feet per second.

During the period of Rotational Turns, the Sirsa Branch shall be opened and closed at or about 7 P.M. of the day previous to that shown on the Rotational Turn programme.

The calculation of shares due and discharge passed to the Patiala Distributaries shall be based on the morning readings of the gauges referred to in Article 27.

tervening periods, provided that the aggregate supply passed into the Patiala distributaries during a period of each full supply balance or remainder turn in a rotational supply cycle shall not, except with the consent of the Patiala Agent, or unless his indents are complied with in full, form a smaller percentage of the total supply entering the Sirsa Branch during the same period than will be due to them under the provisions of Article 25. Any deficiency in any full supply balance or remainder turn remaining due to Patiala, in spite of every effort to secure equitable distribution, shall be made good in the next consecutive turn (balance remainder or full supply whichever is fixed in the programme of rotational turns) but it shall not be necessary to open the Sirsa Branch in a balance or remainder turn, when it would otherwise remain closed, if the deficiency in the total supply given to the Patiala Distributaries during the previous turns was less than 50 cusec days; the deficiency shall in such cases be made good in the next turn in which the Sirsa Branch is opened.

In the event of a breach in the bank of a Patiala Distributary, or of sudden rainfall, or on any other emergency, the supply entering the Head shall on the requisition of a recognized or duly authorized State Official be instantly shut off, or reduced to the extent or within the limits that may be permissible under the rules in this regard that may from time to time be issued by the British Canal Officer.

29. The British Canal Officer shall furnish the Patiala Agent, on the

termination of each turn of the rotation Cycle, with a statement showing :—

(1) The average daily supply entering the Sirsa Branch ;

(2) The average daily supply due to the Patiala Distributaries ;

(3) The average daily supply passed into the Patiala Distributaries ;

(4) The daily gauge readings at the head of each Patiala Distributary, and the readings applied for by the Patiala Agent.

Case 362-1893.

PATIALA.

CHANDER BHAN,
Resident Engineer, Patiala Government.

WITNESS.
CHARLES WILLIAM BOWLES,
State Engineer, Patiala Government.

Executed on behalf of the British Government by NICHOLAS WHITE, Secretary to the Punjab Government in the Irrigation Department duly empowered by His Excellency the Viceroy and the Governor-General of India in Council this day the tenth day of February 1926.

Approved and confirmed by the Government of India.

J. P. THOMPSON,
Political Secretary to the Government of India.

SIMLA :
The 26th April 1927.

No. XXVII.

AGREEMENT between the SECRETARY OF STATE for INDIA in COUNCIL and the PATIALA DARBAR for the provision of a SIDING at KANDAGHAT RAILWAY STATION for the PATIALA STATE,—1927.

An Agreement dated the sixth day of June 1927, between the Secretary of State for India in Council, acting in the premises through the Agent of the North Western Railway (hereinafter called the " Railway Administration ") of the one part and His Highness the Maharaja of Patiala's Government (hereinafter called the " Patiala Durbar ") of the other part ; as to the provision of a siding at Kandaghat.

Whereas the Patiala Durbar is desirous of having a siding laid by the Secretary of State for India in Council from the Kandaghat Station Yard of the North Western Railway as shown in Plan No. $\frac{\text{464 S. Y.}}{\text{K S. 1926}}$ D. L. I. hereto annexed* for the purpose of carrying on their business.

And whereas the Secretary of State for India in Council is willing to lay the said siding for the Patiala Durbar upon and subject to the terms and conditions hereinafter set forth :—

Now, therefore, this Agreement witnesseth as follows that is to say :—

CLAUSE 1.

In this Agreement unless a different intention appears from the subject or context the expression :—

(*a*) *Railway Administration* means the Secretary of State for India in Council acting by and through the Agent for the time being of the North Western Railway and his successors ;

(*b*) *Patiala Durbar* means the Government of His Highness the Maharaja of Patiala and that of his successors, and

(*c*) *Siding* means and includes the lines of rails, platforms, embankments, ballast, sleepers and all other appurtenant conveniences constructed and provided for the use of the Patiala Durbar and between the line of the North Western Railway and the said premises and within such premises.

CLAUSE 2.

Any land required for the siding outside the Railway boundary and up to the Patiala Durbar's premises shall be provided by the Patiala Durbar.

CLAUSE 3.

The incidence of cost of the siding as between the Railway Administration and the Patiala Durbar shall be in accordance with the following general principles :—

(*a*) Inside the Railway boundary the cost of all works which would have to be abandoned in the event of the siding being closed shall be

* Not reproduced.

paid for by the Patiala Durbar, and the cost of all works which would be removed by the Railway Administration in the event of the siding being closed shall be paid for by the Railway Administration.

(*b*) Outside the Railway boundary the entire cost of such portion of the siding, together with the cost of all works in connection therewith, shall be paid for by the Patiala Durbar.

(*c*) In accordance with the general principle laid down in clause 3 (*a*) inside the Railway boundary the cost of works such as earthwork, bridges, (exclusive of girder work), culverts, ballast, buildings, etc., shall be borne by the Patiala Durbar and the cost of work such as permanent way (that is, sleepers, rails, fastenings, points and crossing), girder work of bridges, fencing, signalling and interlocking appliances, and machinery of any kind, shall be borne by the Railway Administration.

CLAUSE 4.

The estimated cost of works to be paid for by the Patiala Durbar as defined in clause 3 shall be based on rates of labour, material and stores current for the time being on the Railway and approved as such by the Railway Administration. To the amount thus arrived at a surcharge of twelve and a half per cent. thereof shall be added for supervision during construction.

CLAUSE 5.

On receipt of a statement showing the total estimated amount to be paid for by it, as arrived at in clause 4, the Patiala Durbar shall deposit the said total amount with the Railway Administration through the Chief Auditor of the North Western Railway and the Railway Administration will thereupon sanction the plans and estimates for the siding and proceed to the construction of the siding.

CLAUSE 6.

The construction, as well as the maintenance, of the whole of the siding and of all works in connection therewith, whether outside or inside the Railway boundary, will be carried out by the Railway Administration.

CLAUSE 7.

If the amount actually expended by the Railway Administration (including supervision charges specified in clause 4) for the purposes mentioned in the statement referred to in clause 5 shall be in excess of the total estimated amount provided in the said statement such excess shall be paid, on demand, by the Patiala Durbar to the Railway Administration, and if the aforesaid amount actually expended shall be less than the aforesaid total estimated amount deposited by the Patiala Durbar under clause 5, the balance shall be refunded by the Railway administration to the Patiala Durbar.

CLAUSE 8.

The Patiala Durbar shall pay the Railway Administration through the Chief Auditor of the North Western Railway annually the following interest and maintenance charges for the siding from the date on which the siding is opened for traffic :—

(*a*) Five and a half per cent. on the actual outlay incurred by the Railway Administration in the construction of the siding for the purpose mentioned in clauses 3 (*a*) and (*c*) to cover interest charges.

(*b*) Three per cent. on the total actual outlay incurred by the Railway Administration on its own behalf and on behalf of the Patiala Durbar for all purposes in the construction of the whole siding and all works in connection therewith to cover maintenance charges.

CLAUSE 9.

(*a*) In the event ot the Patiala Durbar wishing to abandon the use of the siding or in the event of the traffic to and from the siding being at any time, in the opinion of the Railway Administration, insufficient to justify the continuance of the siding, this Agreement will be determined by the Patiala Durbar or the Railway Administration, as the case may be, giving the other party 30 days' notice and after the expiry of such notice the Railway Administration will be at liberty to remove from the siding the permanent way, girder work, machinery and meterials of all kinds provided by the Railway Administration under clauses 3 (*a*) and 3 (*c*) ; and the cost of such removal shall be paid by the Patiala Durbar, on demand, to the Railway Administration.

(*b*) In the event of it being considered necessary by the Railway Administration in the interests of the public that the siding should be closed, or of the Railway Administration desiring to acquire the siding for the purpose of working it for public traffic as part of the Railway System (of which opinion or desire or sanction, as the case may be, the notice hereinafter mentioned shall be conclusive evidence), the Railway Administration shall have the right to terminate this Agreement on giving six months' notice in writing to the Patiala Durbar to that effect ; provided that the Railway Administration shall construct at the cost of the Railway for the use of the Patiala Durbar a suitable siding.

CLAUSE 10.

The Railway Administration may at any time construct, or permit the construction of, any branch or extension of the siding and may work traffic over the siding to and from such branch or extension. The Railway Administration may sanction the use of the siding for the traffic of persons, other than the Patiala Durbar, on payment to the Patiala Durbar of a remuneration for such use, the amount of such remuneration to be determined by the Railway Administration. The working of such branch and extension, and the use of the siding by persons other than the Patiala Durbar shall be so conducted as to interfere as little as possible with the free use of the siding by the Patiala Durbar whose traffic shall

have precedence. The Railway Administration further reserve the right to use the siding for any other purpose that may be considered necessary without remuneration to the Patiala Durbar.

CLAUSE 11.

(*a*) In the event of its being necessary to the original construction of the siding to make any alterations or additions thereto, or to any works in connection therewith, such alterations and additions shall be made subject to the conditions governing the original construction or modified as may be mutually agreed to at the time that such alterations or additions are agreed upon.

(*b*) No alterations or additions shall be made by the Patiala Durbar to the siding, or to any of the works provided in connection therewith, under this Agreement.

(*c*) Without the sanction of the Railway Administration no temporary or permanent structures shall be erected by the Patiala Durbar in such proximity to the siding as to affect in any way the working of trains over the siding. All structures thus sanctioned shall be made or erected by the Patiala Durbar in all respects in compliance with the Railway Administration's Regulations in force for the time being.

CLAUSE 12.

All sums which under the foregoing conditions shall be payable by the Patiala Durbar on demand, shall, if not so paid, bear interest at one per cent. per mensem from the date on which payment was demanded or due.

CLAUSE 13.

Freight for all classes of goods will be charged up to and from Kandaghat Station. Railway receipts and invoices shall be issued to and from the Station only and in accordance with the rates from time to time published in the Goods Tariff books of the Railway Administration. In addition to such freight the Patiala Durbar will pay siding charges at the rate of Rupees two and annas eight per vehicle for placing or removing every wagon whether loaded or empty in either direction subject to the minimum charge of Rupees ten each time an engine goes over the siding.

Shunting of vehicles into or out of the siding must be made by an engine and on no account are any other means to be adopted.

CLAUSE 14.

Wagons containing full loads only, *i.e.*, not less than such minimum weight per wagon as may be prescribed by the Railway Administration from time to time, will be carried over the siding.

CLAUSE 15.

(*a*) Wagons will be made over to the Patiala Durbar and returned by the Patiala Durbar in the form of certificate shown in Annexure A*.

(*b*) As soon as wagons are placed in the siding the Station Master will fill in columns 1, 2 and 3 of both foils of Annexure A*, and obtain signature of a representative of the Patiala Durbar in column 4 of the inner-foil and make over the outer-foil to him.

When this has been done, the wagons will be considered as made over to the Patiala Durbar and the free time permissible under the rules will then commence. Similarly wagons will be considered as returned to the Railway by the Patiala Durbar as soon as the Station Master has been advised by the representative of the Patiala Durbar that the vehicles are ready for removal.

This will be done by presentation of the outer-foil with column 4 filled in.

The Station Master will then initial in column 5 of the outer-foil, and fill in columns 5, 6, 7 and 8 of the inner-foil and columns 6, 7 and 8 of the outer-foil and recover the demurrage due.

NOTE.—The free time referred to above will be calculated in accordance with the rule in force from time to time as published in the Goods Tariff books of the Railway Administration, and wagons detained by the Patiala Durbar over and above such free time shall be subject to payment of the demurrage charges laid down in such Tariffs.

CLAUSE 16.

The Patiala Durbar will be responsible for seeing that the General Rules and Regulations of the Railway are strictly adhered to by its employees engaged in handling wagons and will be responsible for all accidents or loss or damage that may ensue from the neglect or disobedience of such Rules and Regulations by its employees. It will be the duty of the Patiala Durbar to obtain copies of all such Rules and Regulations, and to see that the said employees are made acquainted with them.

CLAUSE 17.

The procedure for booking outward wagons and delivery of inward wagons shall be in accordance with the rules in force in the Goods Tariff, subject to such modifications as may be considered necessary by the Railway Administration.

CLAUSE 18.

The Patiala Durbar will be held liable for all damages which wagons may sustain during the period they remain in its charge under clause 15; as also for the cost of re-railing wagons derailed while thus under its charge and for repairs to the siding necessitated by such derailments.

CLAUSE 19.

The Railway shall allow a rebate of Rupees two and annas eight per thousand maunds on account of loading and unloading done by the Patiala Durbar in case

* Not reproduced

of all traffic which, under the Rules of the Railway for the time being in force, has not to be loaded and unloaded by owners.

CLAUSE 20.

No traffic in commodities belonging to any other person or firm shall, except with the written permission of the Agent of the Railway, be at any time taken or sent by the Patiala Durbar on the siding. No consideration or remuneration of any nature, except such as may be contained in a written permission of the Agent, shall be received or taken by the Patiala Durbar in respect of traffic over the siding.

CLAUSE 21.

The Patiala Durbar shall not assign or sub-let the siding without the written permission of the Agent of the Railway, and in the event of the Agent according permission, the Patiala Durbar shall remain responsible to the Railway Administration and their assignees or sub-lessees shall also become responsible for all charges and obligations in this Agreement.

CLAUSE 22.

The Patiala Durbar shall maintain an office at which the Railway Administration will deliver all letters, notices, demands and other communications addressed to the Patiala Durbar and intended for it, and every such letter, notice, demand or other communication which shall be delivered at such office, shall, for all legal purposes whatsoever, be deemed to have been validly and effectually delivered to the Patiala Durbar.

CLAUSE 23.

Notwithstanding anything laid down in the foregoing clauses of this Agreement, it shall be open to the Railway Administration, on giving six months' notice of such intent, to revise the charges laid down in clauses 8, 12, 13 and 19 of this Agreement.

CLAUSE 24.

In the event of the Patiala Durbar failing to pay any sum due under the foregoing clauses within one month of a written demand from the Railway Administration or in the event of any breach by the Patiala Durbar of any of the conditions of clauses 11 (*b*) and (*c*), 20 or 21, then this Agreement may be determined without further notice by the Railway Administration, and the Railway Administration will be at liberty to remove from the siding the permanent way, girder work, machinery and materials of all kinds, provided by the Railway Administration under clauses 3 (*a*) and 3 (*c*); and the cost of such removal shall be recovered from the Patiala Durbar by the Railway Administration.

CLAUSE 25.

The siding to which the above terms and conditions relate will be deemed to have come into use on and from the date the said siding is completed and from that date onwards all charges payable to the Railway Administration under the terms and conditions of this Agreement shall be paid.

CLAUSE 26.

All expenses in drawing up the Agreement and the cost of the stamp shall be borne by the Secretary of State in Council.

In witness whereof the parties to these presents have hereunto set and subscribed their hands and seals at the places and on the dates hereinafter mentioned respectively.

Signed and delivered for and on behalf of the Secretary of State for India in Council by Mr. J. Mackinnon, Deputy Agent of the North Western Railway, acting in the premises by order of the Governor-General in Council at Lahore on 15th June 1927.

J. MACKINNON,
Deputy Agent, N. W. Railway, Lahore.

Signed and delivered for and on behalf of the Patiala Durbar by the Foreign Minister at Patiala on 6th June 1927, in the presence of :—

MAQBOOL MAHMOOD,
Foreign Minister, Patiala Government.

Witnesses :—

1. SHIV DIAL SINGH RAJKUMAR,
Assistant Foreign Secretary.

Dated 6th June 1927.

Countersigned.
A. DALE GREEN,
for Chief Commercial Manager, Lahore.

2. W. G. WINCE, *Major,*
Officiating Director of Medical Services

Dated 6th June 1927.

Approved and confirmed by the Government of India.

C. C. WATSON,
Political Secretary to the Government of India.

NEW DELHI ;
The 5th January 1928.

No. XXVIII.

AGREEMENT between the SECRETARY of STATE for INDIA in COUNCIL and the PATIALA DARBAR for the leasing by the Darbar of a piece of land at KANDAGHAT Station for the purpose of laying a WATER PIPE LINE,—1928.

An Agreement by way of license made this 10th day of August 1928, between the Secretary of State for India in Council acting in the premises through the North Western Railway Administration of the one part and the Patiala Durbar of the other part for the temporary occupation of land belonging to the Administration whereby it is agreed :

1. That the Patiala Durbar shall have temporary use and occupation of a piece of Railway land measuring 1,344 square feet shown in plan No. 183 L. P. / K. S. 1927 DLI annexed herewith* situate at Kandaghat station for the purpose of laying a water pipe line subject to such rules, regulations and bye-laws as may from time to time be made by or on behalf of the North Western Railway Administration or by or on behalf of any local authority in relation thereto and subject to the conditions hereinafter contained.

2. That the Patiala Durbar shall use the land referred to thereunder only for the purpose as aforesaid for which it is based and not otherwise and shall not occupy any land, beyond what is described and shown in plan No. 183 L. P. / K. S. 1927 DLI annexed herewith.*

3. That the Patiala Durbar shall not transfer or sublet the privileges in clause (1) hereof mentioned without the consent in writing of the Agent of the North Western Railway Administration.

4. That all excavation and laying in of the said pipe line within Railway limits and its subsequent repairs shall be done by the North Western Railway Administration at the expense of the Patiala Durbar.

5. That the Patiala Durbar shall from the *date of taking over use of the land* pay to the Railway Administration a sum of Rupees forty annas four as rent per annum in advance for the use of the Railway land through which the pipe line runs and shall also duly pay all cesses, rates and taxes payable as from the said date in respect of the said land and the proportion of all the cesses, rates and taxes of the station premises applicable to the said land if the same be not separately assessed in respect thereof. Provided always and it is hereby expressly agreed, that if any such notice as provided below be given to the Patiala Durbar before the expiry of the period for which the occupation money shall have been paid in advance, the Patiala Durbar shall be bound as aforesaid to vacate the said land on the expiry of the said notice but shall be entitled to receive from the North Western Railway Administration a proportionate refund of such money paid in advance for the expired portion of such period. Any notice hereunder shall be deemed duly served on the Patiala Durbar if delivered or sent by post to the State Engineer, Patiala Durbar.

---

* Not reproduced.

6. That the Patiala Durbar shall have no claim against the North Western Railway Administration for damage to the pipe line within the Railway limits except where damage is proved by the Patiala Government to be due to the negligence of the Railway Administration or of any person employed by the Railway Administration in the course of his employment.

7. That the North Western Railway Administration shall be at liberty to remove, alter or realign the said pipe line within limits at the cost of the Patiala Durbar as and when required to do so by the North Western Railway Administration.

8. Nothing herein contained shall be construed to create a tenancy or any claim for any right, interest or easement in favour of the Patiala Durbar in or over the said premises and the North Western Railway Administration may upon the determination of this license re-enter upon and retake and absolutely retain possession of the said land.

9. The said privileges in clause (1) herein mentioned are granted on the express understanding that either party may be at liberty to determine this license by giving to the other party at any time three calendar months' notice in writing and such privileges may be so determined by the North Western Railway Administration without any claim for compensation whatever on the part of the Patiala Durbar.

10. That the Patiala Durbar shall vacate and restore the land occupied in its original condition before the expiry of the time allowed in the notice from the North Western Railway Administration to the Patiala Durbar that the North Western Railway Administration desire to resume possession and the North Western Railway Administration shall not be liable for any damage to the Patiala Durbar by thus being compelled to vacate the land on such notice as aforesaid.

11. That the Patiala Durbar shall at all times keep the Administration indemnified against and shall reimburse to the Administration all claims, demands, suits, losses, damages, costs, charges and all expenses whatsoever which the Administration may sustain or incur by reason or in consequence of any injury to any person or to any property resulting directly or indirectly from the said pipe line or by reason or in consequence of the non-observance or non-compliance on the part of the Patiala Durbar with any rule, regulation or bye-law referred to in clause (1) heretofore.

12. The cost of the stamp will be borne by the North Western Railway Administration.

In witness whereof the parties hereto have hereunto set their hands on the date above mentioned.

Signed by H. L. Glan, Esqr., Deputy Agent, N. W. Railway, for and on behalf of the Secretary of State for India in Council this 10th day of August 1928.	H. L. GLAN, *Deputy Agent,* *N. W. Railway.*

Signed by D. K. Sen for and on behalf of the Patiala Durbar this 18th day of April 1928, in the presence of :— } D. K. SEN.

Witnesses :—

1. SHIV DIAL SINGH,
Rajkumar.

R. B. SETH,
for *Divisional Supdt., N. W. Railway, Delhi.*

2. CHANDER BHAN,
Supdg. Engineer, B. & R.

No. XXIX.

TREATY concluded between the HONORABLE the EAST INDIA COMPANY and NAWAB BHAWUL KHAN, the RULER of BHAWULPORE, dated the 2nd of February 1833.

By the blessing of God the friendly connection between the Honorable the East India Company and the State of Bhawulpore, which commenced on the occasion of the Honorable Mr. Elphinstone's visit to Cabul in 1808-09, has continued uninterrupted to the present time; and now that Captain C. M. Wade, Political Agent at Loodianah, has arrived at Bhawulpore on the part of the Right Honorable Lord W. C. Bentinck, G.C.B. and G.C.H., the Governor-General of British India, in order to improve these amicable relations and concert the opening of the navigation of the rivers Indus and Sutlej, with a view to promote the general interests of commerce, which is pleasing to God, and the prosperity of the surrounding States, the following are the Articles of a Treaty which has been concluded through the agency of that Officer between the Honorable the East India Company on the one part and Nawab Ruken-ud-Dowlah Hafizul-Mulk Mukhlisud Dowlah Mahomed Bhawul Khan Abbassee Nusret Jung Behauder, the Chief of the Daoodpootras, on the other, for the purpose of confirming the friendship of the two States, the opening of the trade by the above-mentioned rivers and regulating the manner in which the arrangements connected with it are to be carried into effect :—

ARTICLE 1.

There shall be eternal friendship and alliance between the Honorable the East India Company and Nawab Mahomed Bhawul Khan, his heirs and successors.

ARTICLE 2.

The Honorable the East India Company engage never to interfere with the hereditary or other possessions of the Bhawulpore Government.

ARTICLE 3.

As regards the internal administration of his Government and the exercise of his sovereign rights over his subjects, the Nawab shall be entirely independent as heretofore.

ARTICLE 4.

The Officer who may be appointed on the part of the British Government to reside in the Bhawulpore State, shall, in conformity with the preceding Article, abstain from all interference with the Nawab's Government, and respect the preservation of the friendly relations of the two contracting parties.

ARTICLE 5.

The Honorable the East India Company having requested the use of the rivers Indus and Sutlej, and the roads of Bhawulpore for the merchants of Hindostan, etc., the Government of Bhawulpore agrees to grant the same, through its own boundaries, if the persons aforesaid be provided with passports.

ARTICLE 6.

The Government of Bhawulpore engages to fix, in concert with the British Government, certain proper and moderate duties to be levied on merchandize proceeding by the aforesaid route, and never to increase or diminish the same, except with the consent of both parties.

ARTICLE 7.

It is further agreed that the tariff or table ot duties, fixed as above, shall be published for general information, and the Custom-house officers and farmers of the revenues of the Bhawulpore Government will be specially directed not to detain the passing trade, after having collected the duties, on pretence of waiting for fresh orders from their Government, or any other pretext.

ARTICLE 8.

The tariff which is to be established for the line of navigation in question is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, or with the established chokies inland. These will remain as heretofore.

ARTICLE 9.

Merchants frequenting the said route, while within the limits of the Nawab's Government, are required to show a due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the country.

ARTICLE 10.

The proportion of duties to which the Nawab may be entitled shall be collected by his officers at the appointed places.

ARTICLE 11.

The officers who are to be entrusted with the examination of the goods and collection of the duties on the part of the Bhawulpore Government shall be stationed opposite to Mithenkote and Hureekee. At no other place but those two shall boats in transit on the river be liable to examination or stoppage.

ARTICLE 12.

When the persons in charge of boats stop of their own accord to take in or give out cargo, the goods will be liable to the local transit duty of the Bhawulpore Government previously to their being embarked and subsequently to their being landed, as provided in Article 8.

ARTICLE 13.

The Superintendent stationed opposite to Mithenkote having examined the cargo, will levy the established duty and grant a passport with a written account of the cargo and freight; on the arrival of the boat at Hureekee, the Superintendent at that station will compare the passport with the cargo, and whatever goods are found in excess will be liable to the payment of the established duty, while the rest, having already paid duty at Mithenkote, will pass on free.

ARTICLE 14.

The same regulation shall be in force for merchandize coming from Hureekee towards Sindh.

ARTICLE 15.

With regard to the safety of merchants who may frequent this route the Nawab's officers will afford them every protection in their power, and wherever merchants may happen to halt for the night, it will be incumbent on them to show their passport to the thanadar or other officers in authority at the place, and demand their protection.

ARTICLE 16.

The Articles of the present Treaty shall, in all respects, whether relating to the internal government of the Nawab's country or to commerce, be mutually observed, and form an everlasting bond of friendship between the two States

Dated at Bhawulpore, the 22nd of February 1833.

W. C. BENTINCK.

Ratified by the Governor-General in Council on the 13th September 1833.

No. XXX.

ARTICLES of a SUPPLEMENTARY TREATY between the HONORABLE EAST INDIA COMPANY and the GOVERNMENT of BHAWULPORE,—1835.

Whereas in the 6th Article of the Treaty concluded between the Honorable the East India Company and the Bhawulpore Government, dated the 22nd of February 1833, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the rivers Indus and Sutlej, the said Governments, being now of opinion that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (*viz.*, on the value and quantity of goods) could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, determined to substitute a toll which shall be levied on all boats with whatever merchandize laden : the following Articles have therefore been adopted as supplementary to the former Treaty, and in conformity with them each Government engages that the toll shall be levied, and its amount neither be increased nor diminished, except with the consent of both parties :—

ARTICLE 1.

A toll of 570 Rupees shall be levied on all boats laden with merchandize in transit on the rivers Indus and Sutlej, between the sea and Rooper, without reference to their size or to the weight or value of their cargo ; the above toll to be divided among the different States in proportion to the extent of territory which they possess on the banks of these rivers.

ARTICLE 2.

The portion of the above toll appertaining to the Bhawulpore State, and amounting to Rupees 106-12-2$\frac{14}{17}$, shall be levied opposite to Mithenkote on boats coming from the sea towards Rooper, and in the vicinity of Hureekee Petten on boats going from Rooper towards the sea, and at no other place.

ARTICLE 3.

In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation and the welfare of the trade by the new route, a British Officer will reside near Mithenkote, and a Native Agent on the part of the British Government in the vicinity of Hureekee Petten. These officers will be subject to the orders of the British Agent at Loodianah ; and the Agents who may be appointed to reside at those places on the part of the other States concerned in the navigation will co-operate with them in the execution of their duties.

ARTICLE 4.

The British Government binds itself that the British Officer, who may reside near Mithenkote, shall not engage in trade, and (in conformity with the 4th

Article of the former Treaty) that he shall not interfere in any way with the internal administration of the Bhawulpore Government.

ARTICLE 5.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which they never possessed, they are required, when taking out their passports, to produce an invoice of their cargo, which, being duly authenticated, a copy of it will be annexed to their passports.

ARTICLE 6.

Such parts of the 6th, 7th, 11th, 13th, and 14th Articles of the Treaty of the 22nd of February 1833, as have reference to the fixing a duty on the value and quantity of merchandize and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble, the toll shall be levied.

C. M. WADE,

Political Agent, etc.

W. C. BENTINCK.

Ratified by the Governor-General in Council on the 5th March 1835.

No. XXXI.

DETAILED STATEMENT of the amount of Toll leviable in the Bhawulpore Territory on boats proceeding up and down the Rivers Sutlej and Indus, —1838.

Whereas by the Treaty of the 27th of the month of Shabban, 1250 Hegira, agreeing with the twenty-ninth of the month of December 1834 A.D., the Bhawulpore Government is entitled, on account of the whole extent of its territory, to levy at the appointed places a toll of one hundred and six rupees, twelve annas, and three pice, on all boats laden with merchandize proceeding from Rooper towards the sea, or from the sea towards Rooper, the same will continue in force; but as some of the boats are found not to pass through the whole extent of the Bhawulpore territory, but, on the contrary, to lay in cargoes at, and set out from, or dispose of their cargoes at, and return from, places on the way, it is therefore agreed that, on such boats, the amounts of toll to be levied shall be regulated by the relative distances of the places from which, after laying in a cargo, they take their departure, or from which, after disposing of their goods, they return, as follows :—

	Rs.	A.	P.
1st. —On all boats laden with merchandize proceeding from beyond the eastern frontier of the Bhawulpore Territory to Khairpur Shargia, and *vice versâ*, the Bhawulpore Government is entitled to levy, both in coming and going, on account of river toll, the sum noted in the margin	53	6	1½

	Rs.	A.	P.
On all boats laden with merchandize proceeding from beyond the eastern frontier to Bhawulpore, and *vice versâ*	66	11	8
Ditto ditto from beyond the eastern frontier to Chachram, and *vice versâ*	93	6	8½
Ditto ditto from beyond the N.-E. frontier to the S.-W. frontier, and *vice versâ*	106	12	3
2nd.—In the same manner on all boats laden with merchandize proceeding from beyond the S.-E. frontier to Chachram, and *vice versâ*, the Bhawulpore Government is entitled to levy, both in coming and going, on account of river toll, the sum noted in the margin	13	5	6
Ditto ditto from beyond the S.-W. frontier to Bhawulpore, and *vice versâ*	40	0	6
Ditto ditto from beyond the S.-W. frontier to Khairpur, and *vice versâ*	53	6	1½
Ditto ditto from beyond the S.-W. frontier to the N.-E. frontier, and *vice versâ*	106	12	3
3rd.—On all boats laden with merchandize from the rivers of the Punjab that enter the channel of the Sutlej and Indus, opposite the ferry of Bakri, if they proceed from the above ferry to beyond the S.-W. frontier of the Bhawulpore Territory, and into a foreign territory, or *vice versâ*, the Bhawulpore Government is entitled to levy, on account of river toll, and according to the extent of its territory traversed, the sum noted in the margin .	26	11	0¾
Ditto ditto on boats proceeding from the ferry of Bakri to beyond the N.-E. frontier and into a foreign territory, and *vice versâ*.	85	1	2½

4th.—On empty boats no duty is to be levied.

5th.—At whatever place in the Bhawulpore Territory merchants may stop to lay in, or dispose of cargo, agreeably to the former Treaties, they will pay the established duties of that place on the purchase and sale of goods.

F. MACKESON.

Approved by the Governor-General of India on the 11th October 1838.

No. XXXII.

TREATY between the HONORABLE the ENGLISH EAST INDIA COMPANY and NAWAB BHAWUL KHAN BAHADOOR, the NAWAB of BHAWULPORE, concluded by LIEUTENANT MACKESON on the part of the HONORABLE COMPANY, in virtue of full powers granted by the RIGHT HONORABLE GEORGE, LORD AUCKLAND, G.C.B., GOVERNOR-GENERAL of INDIA, and by MOONSHEE CHOWKAS RAI on the part of the NAWAB BHAWUL KHAN BAHADOOR, according to full powers given by the NAWAB,—1838.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honorable Company and Nawab Bhawul Khan Bahadoor and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE 2.

The British Government engages to protect the Principality and territory of Bhawulpore.

ARTICLE 3.

Nawab Bhawul Khan, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

ARTICLE 4.

The Nawab, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Nawab, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Nawab of Bhawulpore will furnish troops at the requisition of the British Government according to his means.

ARTICLE 7.

The Nawab, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that Principality.

ARTICLE 8.

This Treaty of seven Articles having been concluded and signed and sealed by Lieutenant Mackeson and Moonshee Chowkas Rai, the ratifications by the Right Honourable the Governor-General and Nawab Bhawul Khan Bahadoor shall be exchanged within 40 days from the present date.

Done at Ahmudpore this 5th day of October A.D. 1838, corresponding with the 14th of Rajabul Murajeb, 1254 Hegira.

AUCKLAND.

Ratified and confirmed by the Right Honourable the Governor-General at Simla, the 22nd day of October Anno Domini 1838.

No. XXXIII.

PROPOSED RATES for the NAVIGATION of the SUTLEJ and the INDUS by MERCANTILE BOATS (excepting the NAWAB BHAWUL KHAN'S own merchants and subjects) to be paid for the transit through the BHAWULPORE TERRITORY,—1840.

ARTICLE 1.

Grain, wood, and limestone, free, as in the Lahore Territory.

ARTICLE 2.

Besides the above three things, duties to be levied on all sorts of merchandize according to the three sizes of boats.

ARTICLE 3

	Rs.
A boat not capable of containing more than 250 maunds of freight proceeding from Rojhan, or Kote Mithun, to the foot of the hills, Roopur, Loodiana, etc., or from Roopur, or Loodiana, to Rojhan or Kote Mithun	10
A boat above 250 maunds, and not exceeding 500 maunds .	20
A boat above 500 maunds	40

ARTICLE 4.

Nos. 1. 2, or 3 to be written in large letters on the boat, to show the class to which each boat belongs.

Dated 5th August 1840, corresponding with 5th Jummad-oos-sanee 1256 Hegira

GEORGE CLERK,
Agent, Governor-General.

Sanctioned by the Governor-General of India in Council on the 31st August 1840.

No. XXXIV.

AGREEMENT regarding the levy of DUTIES on MERCHANDIZE in transit through the BHAWULPOOR STATE (excepting the merchants and mercantile firms, the proper subjects of the Bhawulpoor State). The following Articles have been agreed to between the British and the Bhawulpoor Governments,—1843.

***First.*—On boats freighted with merchandize going up or down the river through the Bhawulpoor Country, the duty shall be only one-half of the present fixed rates.**

Second.—On merchandize passing in any direction by land, no other duties shall be levied than the following, *viz.* :—

	Rs.	A.	P.
On a hackery laden with merchandize	2	0	0
On a camel ditto ditto	1	0	0 and
On a mule, pony, bullock or an ass laden with merchandize . .	0	8	0

Third.—Any merchant having with him a passport or "rowannah" according to the form* annexed to this Agreement, shall pass safe, unmolested, and without search by the local officers on the road.

Fourth.—If any merchant buy or sell the merchandize at any place or town on the road, he will have to pay there the usual local duties.

Fifth.—As there exist no pukha wells and caravanseraies for the use of travellers on the road from Bhawulpore to Sirsa, the Bhawulpore Government will, throughout its jurisdiction, at every stage, prepare pukha wells and caravanseraies for the comfort of travellers, as well as a road along that route, and keep it in order by taking constant care to keep it in repair.

Sixth.—This agreement has been drawn up in accordance with the friendship subsisting between the two Governments, and in order that merchants may satisfactorily, and in true confidence, engage in the trade.

Dated 15th Shaban, 1259 Hegira, corresponding with 11th September 1843 A.D.

R. N. C. HAMILTON.

Notified in the *Calcutta Gazette* by Order of the Governor-General of India in Council on the 28th October 1843.

No. XXXV.

AGREEMENT EXECUTED by MAHOMMED SADIK KHAN, EX-CHIEF OF BHAWULPORE, —1853.

1. Mahommed Sadik Yar *alias* Mahommed Sadik Khan agrees on his own behalf and on that of his descendants from generation to generation to give up all claim of right to the throne of Bhawulpore.

2. Mahommed Sadik Khan agrees and consents to this, that neither he himself for the remainder of his life, nor his descendants after him, now or at any future time, will ever, without the permission of the Nawab Futteh Khan Bahadoor, put foot on the territory of Bhawulpore.

3. Mahommed Sadik Khan agrees never at any time, without the permission of the ruler of Bhawulpore, to send letters or messages to, or to hold secret or open interviews with, any of the local officers or agents of the Bhawulpore State, and if he acts contrary to this, he will be liable to render a strict account to the British Government.

---

* Not reproduced.

4. Mahommed Sadik Khan agrees to this, that, after once entering British territory, he will not, without the permission of the ruler of Bhawulpore, at any time, present or future, entertain near him any servants or dependants of the Bhawulpore State, whether in the employ of, or dismissed by, that State.

5. Mahommed Sadik Khan agrees to give up all claim to take away any persons connected with him, except his wives and female servants, to the number of 10 persons.

6. Mahommed Sadik Khan agrees and consents never to sue the ruler of Bhawulpore in any Court of the British Government either here or in England, on account of any claim on the Government of Bhawulpore; and he will never at any time institute any action or complaint against the ruler. His claims are void and unworthy of a hearing in accordance with this Agreement.

7. Mahommed Sadik Khan freely allows that he has no further claims to any property in the State of Bhawulpore beyond the allowance made him for retinue, jewels, etc., and beyond the sum of Rs. 1,600 as his personal allowance, the half of which sum is Rs. 800.

8. The State of Bhawulpore agrees to pay, through British Officers, into the Mooltan treasury, every month, for the life of Mahommed Sadik Khan, monthly allowances, besides such particular expenses as may be absolutely necessary, but nothing else besides. After the death of Mahommed Sadik Khan, the half of his monthly allowance (of Rs. 1,600) will be paid to his heirs.

9. The British Government provides and guarantees that the conditions above-mentioned shall be maintained by Mahommed Sadik Khan, without his attempting any disturbance towards Futteh Khan and towards his heir, and the Nawab Mahommed Futteh Khan Bahadoor will remain seated on the throne of Bhawulpore with the consent of the British Government.

W. SETON-KARR.

No. XXXVI.

PROCLAMATION,—1866.

The Government of India having, at the earnest and repeated solicitation of His Highness the Nawab of Bhawulpore, and the leading men of the State, consented to interfere in the affairs of the country and administer them through a British officer, during the minority of the present Chief, the Hon'ble the Lieutenant-Governor is pleased, with the approval of the Right Honorable the Governor-General in Council, to appoint W. Ford, Esquire, C.S.I., Commissioner of the Multan Division, to be Political Agent and Superintendent of Bhawulpore, with effect from the 20th July.

By order, etc.,
T. H. THORNTON,
Secy. to Govt., Punjab.

The 3rd August 1866.

No. XXXVII.

TRANSLATION of a letter signed by CAPTAIN L. H. GREY, OFFICIATING POLITICAL AGENT and SUPERINTENDENT, and TAJ MAHOMED KHAN, COUNCILLOR, COMMANDER of the FORCES, and JUTTU MUL, SUB-COUNCILLOR, of the BHAWULPORE STATE, and bearing the Seal of the NAWAB MAHOMED SADIK KHAN, addressed to the SECRETARY to the GOVERNMENT, PUNJAB,—1872.

In reply to your letter No. 873, dated 5th December 1871, it is written that it is necessary to make over to the British Government the lands required for the railway in the territory of this State, together with proprietary and sovereign rights therein, in accordance with the writing of His Excellency the Viceroy and Governor-General of India. They are conveyed to the British Government in perpetuity by free-will on part of this State, together with complete criminal and revenue and other jurisdiction over the limits of the line. Henceforth the Bhawulpore State will have no jurisdiction therein.

No. XXXVIII.

AGREEMENT for the security of the SALT REVENUE of British India, in the event of the abolition of the Inland Customs Line, and for the abolition of duties within the Bahawalpur State, between the BRITISH GOVERNMENT and HIS HIGHNESS SADIQ MUHAMMAD KHAN ABBASI, Nawab of Bahawalpur, his heirs and successors, executed on the one part by MAJOR LEOPOLD JOHN HERBERT GREY, C.S.I., Political Agent and Superintendent, Bahawalpur, under authority from the HON'BLE ROBERT EYLES EGERTON, C.S.I., Lieutenant-Governor of the Punjab, in virtue of the full powers vested in His Honor by the Governor-General of India in Council, and on the other part by GUL MUHAMMAD KHAN, maternal uncle of His Highness the Nawab of Bahawalpur, and JUTTU MULL, MUKHDUM GULAM ALI SHAH, and ALI GOHAR KHAN, Ministers of the State,—1879.

The following Articles are agreed upon :—

ARTICLE 1.

His Highness the Nawab of Bahawalpur agrees to suppress and absolutely prohibit and prevent, the manufacture of salt within any part of the Bahawalpur State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase all existing salt-works, so that salt cannot there be made.

ARTICLE 2.

No tax, toll, transit duties, or due of any kind whatsoever, shall be levied by, or with the permission or knowledge of, the Nawab of Bahawalpur, on salt, sugar, or any other articles, whether exported from, or imported into, or carried through, the Bahawalpur State. Provided that nothing in this Article shall be

held to prohibit the levy, at the town gates, of octroi, choongi, or other cess or duty on the aforesaid articles, imported for actual consumption therein, into towns the population of which exceeds 5,000 inhabitants. Provided also that nothing in this Article shall be held to debar the Nawab of Bahawalpur from levying such duties on bhang, ganja, spirits, opium, or other intoxicating drug or preparation as he may consider necessary for excise purposes.

ARTICLE 3.

The Nawab of Bahawalpur agrees to prevent the importation into, and consumption within, the Bahawalpur State of any salt whatever other than salt on which duty has been levied by the British Government. The Nawab of Bahawalpur agrees also, if so required by the British Government, to prohibit the export from his State into British territory of bhang, ganja, spirits, opium, or other intoxicating drug or preparation.

ARTICLE 4.

If any considerable stocks of salt be proved to exist within the Bahawalpur State at the time when this Agreement comes into force, the Nawab of Bahawalpur will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as may be fixed by His Highness, in concurrence with the Political Agent, or of paying to the said Agent such duty, not exceeding two rupees eight annas per maund on such salt, as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative, they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise.

ARTICLE 5.

The losses of salt manufacturers in the Bahawalpur State, consequent on the suppression of local salt-works hereinbefore provided for, having been considered in concert by the British and Bahawalpur Governments, the British Government hereby agree to pay to the Nawab of Bahawalpur a lump sum of Rupees one thousand and two hundred (Rupees 1,200) as compensation to the said manufacturers, and the Nawab of Bahawalpur agrees to distribute the whole of the said sum, in consultation with the Political Agent, amongst the said persons in such wise as may be most equitable.

ARTICLE 6.

In consideration of the due and effectual observance by the Nawab of Bahawalpur of all the stipulations hereinbefore provided, the British Government

agree to pay to His Highness yearly the sum of Rupees eighty thousand (Rupees 80,000) in half-yearly instalments, the first instalment to be paid after the expiration of six months from the date on which this Agreement comes into force.

Further, the Nawab of Bahawalpur hereby engages to compensate equitably any of his feudatories, jaghirdars, or other subordinate right-holders for any losses they may sustain in consequence of the abolition of duties on salt and sugar heretofore rightfully levied by them.

ARTICLE 7.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 8.

This Agreement is to come into force from a date to be fixed by the British Government.

Signed at Bahawalpur on the thirteenth day of January A.D. one thousand eight hundred and seventy-nine, corresponding to the nineteenth day of Mohurrum in the year of the Hejira twelve hundred and ninety-six.

LEOPOLD JOHN HERBERT GREY, *Major,*
Poltl. Agent and Supdt. of the
Bahawalpur State.

GUL MUHAMMAD.

JATT MALL.

GHULAM ALI SHAH.

ALI GAUHAR KHAN.

LYTTON,
Viceroy and Governor-General of India.

This Agreement was ratified by the Governor-General of India in Council at Lahore on the first day of April A.D. 1879.

A. C. LYALL,
Secy. to the Govt. of India, Foreign Dept.

No. XXXIX.

AGREEMENT entered into by the BAHAWALPUR STATE regarding the cession of jurisdiction on that part of the SOUTHERN PUNJAB RAILWAY which lies within the BAHAWALPUR STATE,—1899.

I, Colonel L. J. H. Grey, on the part of Bahawalpur State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Southern Punjab Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

H. GREY, *Colonel,*
Superintendent, Bahawalpur State.

No. XL.

AGREEMENT between the SECRETARY of STATE for INDIA in COUNCIL and the BAHAWALPUR DARBAR for the construction, maintenance and working of the KHANPUR-CHACHRAN RAILWAY,—1912.

This Indenture made the 21st day of August 1912 between the Secretary of State for India in Council (herein called the Secretary of State) of the one part, and the Bahawalpur Darbar of the other part.

Whereas a line of Railway situated in territory lying in the Native State of Bahawalpur and about 23·27 miles in length is to be constructed on the 5′-6″ standard gauge from Khanpur on the North Western Railway to Chachran.

And whereas the Secretary of State and the Bahawalpur Darbar have agreed that the said Darbar shall supply all the funds necessary for construction, exclusive of rolling-stock, with the stores, plant and machinery pertaining thereto and of electric telegraph with the appliances appertaining thereto and that the Government of India shall construct and through the Agency of North Western Railway maintain and work the said line of Railway from Khanpur to Chachran upon the terms and conditions hereinafter contained.

Now this Indenture witnesseth and it is hereby agreed and declared as follows :—

1. "The North Western Railway" means the Railway worked by the Secretary of State under the control of the Manager,* North Western Railway, and any alterations and additions that may, from time to time during the continuance of this contract, be made in or to the said Railway by or with the sanction of the Secretary of State.

*Designation changed to "Agent", *vide* Government of India, Railway Department (Railway Board) Resolution No. 219-R. E., dated the 18th January 1913.

2. " The Khanpur Chachran Railway " means the line of Railway extending from Khanpur on the North Western Railway to Chachran on the River Indus with any improvements, alterations and additions of whatever description that may from time to time be made in or to the said Railway by or with the sanction of the Bahawalpur Darbar but with the exception of the telegraphs and telegraphic appliances used or to be used thereon.

3. " The Amalgamated Undertaking " means " the North Western Railway " and " the Khanpur Chachran Railway " (as defined above in clauses 1 and 2 respectively) taken as a whole the intention being that these two Railways under the terms hereinafter contained in this agreement should be worked together as if the two constituted but a single Railway.

4. " Gross receipts " mean and include when not otherwise stated all receipts from coaching and goods traffic and from telegraphs all sums received as rents and all other receipts usually treated as Railway Revenue.

5. This agreement shall be taken to have commenced and as having come into force upon 1st January 1911 and shall be subject to revision from time to time and shall be and remain in force until 1935, and shall be terminable then or on the 1st January or the 1st July in any year thereafter on six months' previous notice in writing being given by either party to this agreement to the other but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken.

6. The North Western Railway shall survey and select the best alignment available for the construction of the Khanpur-Chachran Railway and shall prepare an estimate of its cost; such alignment and estimate of cost being subject to the approval of the Bahawalpur Darbar and to the final sanction of the Secretary of State.

7. The expenses of supervision of the construction of the Khanpur-Chachran Railway and works and commission on all stores provided by the Secretary of State for the said Railway and works shall be paid by the Darbar to the Secretary of State at the following rates :—

I. *For ordinary Engineering works.*—1½ per cent. for tools and plant *plus* cost of extra supervision, if any, actually engaged.

II. *For work done in the Locomotive Shops and other Factories, e.g., Printing Press.*— 10 per cent. on cost of stores *plus* 17 per cent. on cost of out-turn exclusive of those stores.

III. *For stores sold, both English and Indian.*- 10 per cent. on book value of stores *plus* actual cost of freight as nearly as it can be ascertained or estimated *plus* in the case of stores from England obtained for the Khanpur-Chachran Railway, *actual* charges incurred on account of wharfage fees and for loading and unloading. In the case of stores originally imported for the North Western Railway, but subsequently issued to the Khanpur-Chachran Railway an additional charge of 2 per cent. will be made for departmental supervision in England.

This charge will also be made in the case of stores imported from England for the Khanpur-Chachran Railway.

IV. *Interlocking and Signal gear.*—12½ per cent. as prescribed in Government of India, Public Works Department, No. 1380 R. S. of 19th August 1899, *when manufactured in the Lahore Engineering Shops.*

8. The Bahawalpur Darbar shall supply all funds necessary to complete the construction of the Khanpur-Chachran Railway as may from time to time be required by the Secretary of State.

(*a*) The Secretary of State shall, through the Agency of the North Western Railway, construct the Khanpur-Chachran Railway in a permanent and substantial manner of first class and durable materials according to the standard of the North Western Railway, and shall from the funds of the said Darbar furnish it with such stores, plant, machinery and equipment as may be necessary for working the traffic. Steel flat-footed rails 60 lbs. to the yard shall be adopted and deodar sleepers of the same specification as are used on the main line of the North Western Railway.

(*b*) The Secretary of State shall provide the necessary electric telegraph and appliances.

(*c*) The Secretary of State shall with all reasonable despatch construct and make ready for opening the Khanpur-Chachran Railway and if possible shall open such Railway within two years from the date of this agreement.

9. All charges in connection with maintenance of Way and Works will be taken over by the North Western Railway from the date of completion of all works in accordance with the provision made in the construction estimate for the line and for the purposes of assuming liability for maintenance charges. The date of opening will not necessarily be recognised as the date of completion of the line.

10. During the continuance of this agreement the North Western Railway shall efficiently maintain the Khanpur-Chachran Railway and keep the same supplied with rolling stock, plant and machinery, in good order as if it were part of the North Western Railway and shall do all in their power to develop the traffic on the Khanpur-Chachran Railway and shall manage, use and work the Khanpur-Chachran Railway and shall convey traffic thereon.

11. The Secretary of State shall be sole judge as to the standard of maintenance to be required and the Revenue Accounts provided for in clause 28 following shall not be considered as finally closed and made up until such time as the maintenance is certified to by the Inspecting Officer appointed under the Indian Railways Act IX of 1890 or any subsisting statutory modification thereof as having been brought up to the standard required and the whole cost of the same debitable to Revenue has been duly charged off.

12. The North Western Railway shall be responsible for all accidents and for loss and damages of every kind (including claims for lost or damaged goods) that shall occur upon the Khanpur-Chachran Railway except accidents, loss or damage

caused by an extraordinary casualty not due to defects in the construction or to the maintenance or working of the said Khanpur-Chachran Railway by the North Western Railway. Should any of the permanent works such as bridges, stations, buildings, or other works upon the Khanpur-Chachran Railway fail from causes beyond the control of the North Western Railway or should any extraordinary casualty occur the case must be regarded as exceptional and the cost of construction or replacement must be charged to Capital or Revenue or divided between them as may be deemed by the Secretary of State proper according to the circumstances of the case.

13. All subsequent works and alterations chargeable to Capital and the Capital share of such works and alterations as may be chargeable partly to Capital and partly to Revenue and which may from time to time be agreed upon between the North Western Railway and the Bahawalpur Darbar as necessary for the efficient working of the Khanpur-Chachran Railway shall be carried out by the North Western Railway at the expense of the Bahawalpur Darbar.

14. The Secretary of State may from time to time by notice in writing require the carrying out of any alteration or improvement in the Khanpur-Chachran Railway or any addition thereto that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the effectual working of the Khanpur-Chachran Railway. Such notice shall specify the alteration, improvement, or addition required and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration, improvement or addition.

15. Any moneys required by the North Western Railway for any purpose properly chargeable to the Bahawalpur Darbar in connection with the Khanpur-Chachran Railway and sanctioned under clauses 12 or 13 or required by the Secretary of State under clause 14 shall be provided by the Bahawalpur Darbar according to such arrangements as shall from time to time be made between the Bahawalpur Darbar and the Secretary of State. The incidence of the cost of all works to be constructed shall be decided before the work is commenced.

16. The area of the land required for the Khanpur-Chachran Railway whether during or after construction shall be provided free of cost by the Native State concerned. The North Western Railway shall occupy such land during the period of this agreement but for purposes in connection with the Khanpur-Chachran Railway the North Western Railway shall not acquire either absolutely or for any limited extent any land situate in Bahawalpur territory or any rights or easements in, over or in respect of any land so situate. The expression "land" includes as regards the operation of this clause buildings, lands and all other hereditaments of whatever description.

(*a*) In the event of the extension of the railway being necessary owing to the shifting of the river bed, land in British territory will in accordance with the procedure now in force be acquired at the cost of the Darbar and supplied to them subject to the stipulation that if the railway is sold, the Secretary of State will have the option of purchasing the portion in British territory.

17. During the continuance of this agreement the North Western Railway shall have entire control of the traffic working of the Khanpur-Chachran Railway, shall supply all staff required for the supervision and working including that for audit and accounts and shall supply fuel and working stores required for the efficient working of the Khanpur-Chachran Railway.

18. The North Western Railway shall maintain and keep the Khanpur-Chachran Railway together with the plant and machinery and equipment in good repair and good working condition to the satisfaction of the Secretary of State.

19. The North Western Railway shall cause to be run on the Khanpur-Chachran Railway so many trains at such times at such rates of speed between such places and with such conveniences and accommodation as the traffic shall from time to time require after duly considering any recommendations or suggestions from the Bahawalpur Darbar.

20. The North Western Railway shall book goods and passengers from all stations upon the line of the Khanpur-Chachran Railway to all such stations upon other lines of Railway as the North Western Railway now or shall from time to time interchange traffic with and shall otherwise extend to the traffic on the Khanpur-Chachran Railway all privileges, facilities and booking arrangements now or hereafter used or enjoyed by the North Western Railway in connection with other lines of Railway.

21. The North Western Railway shall charge such rates, fares and tolls and shall make such rules, conditions and arrangements in respect of the traffic on the said Khanpur-Chachran Railway as are now in force or shall be from time to time within the powers of the Manager,* North Western Railway, to introduce on the North Western Railway. Construction and revenue stores required either for the North Western Railway or any lines for the time being worked by the North Western Railway or for the Khanpur-Chachran Railway shall be carried over the lines of the "Amalgamated Undertaking" at the rates and under the conditions in force for the time being on the North Western Railway.

22. All services which on the Khanpur-Chachran Railway, the Secretary of State or the Bahawalpur Darbar shall require the North Western Railway to perform for the Post Office, the Military Department, the Police Department or any other Department of the State or for high Government and Darbar officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India) the conveyance of Post Office servants when on duty, the conveyance of troops and sailors, Military and Naval establishments, horses or other animals used for Military purposes, guns, military stores and equipments, the conveyance of police, prisoners and paupers, the conveyance of telegraph stores, instruments, officers and workmen and of any public stores whatever inclusive of stores for any other State Railway shall be performed by the North Western Railway on the same general conditions and at the same

---

* Designation changed to "Agent", *vide* Government of India, Railway Department (Railway Board) Resolution No. 219-R. E., dated the 18th January 1913.

rates and under the same conditions as may for the time being be generally in force on the North Western Railway.

23. The North Western Railway shall record and keep in proper books full and particular accounts of all its transactions and correspondence in any way relating to or affecting the Khanpur-Chachran Railway or the business thereof or any of the matters or things included or referred to in this agreement so as at all times to exhibit fully and truly the state of its affairs in relation thereto and the Bahawalpur Darbar or any person or persons appointed by them in that behalf shall at all reasonable times have free access to all the books, accounts, papers and documents of the North Western Railway relating to the Khanpur-Chachran Railway with power to call for or make copies of or extracts from the same.

(*a*) The North Western Railway shall supply quarterly reports of progress during the period of construction to the Bahawalpur Darbar.

24. The North Western Railway shall keep the following accounts in regard to the Khanpur-Chachran Railway :—

A Capital account, including the States accounts.

A Revenue account.

25. In the Capital account of the Khanpur-Chachran Railway the following particulars shall be entered to debit and credit respectively (that is to say) :—

To Debit :—

(*a*) The value at cost price as shown in the accounts of the Khanpur-Chachran Railway as and in manner aforesaid inclusive of the Railway plant and machinery and equipment supplied by the North Western Railway as aforesaid.

(*b*) All moneys which shall be actually expended by the North Western Railway with the sanction of the Bahawalpur Darbar out of funds provided by them in respect of the Khanpur-Chachran Railway upon works, plant or machinery the cost of which is chargeable to Capital.

(*c*) All such other sums (if any) as ought to be entered to debit in the Capital account.

And to Credit :—

(*d*) All such of the moneys to be received by or on behalf of the North Western Railway in respect of the Khanpur-Chachran Railway as ought under the provisions of this agreement to be treated as received on account of Capital.

26. All moneys actually expended by the North Western Railway, out of the funds provided by the Bahawalpur Darbar for the purposes of the Khanpur-Chachran Railway and which are properly chargeable to Capital shall be entered in the Capital account. The said account shall be made up and balanced at the end of every month, and a copy thereof submitted to the Bahawalpur Darbar.

27. The gross receipts of the Khanpur-Chachran Railway are to be collected and treated as receipts of the North Western Railway. Moneys such as shall arise from the sale of any property on any occasion other than the replacement

of the property sold by other property of the same or a similar character shall be treated as received on account of Capital the residue shall be treated as received on account of Revenue ; provided always that no sale of any property other than stores belonging to the Darbar on any occasion other than such replacement as aforesaid shall be made without the sanction of the Bahawalpur Darbar.

28. A Revenue account for the Khanpur-Chachran Railway showing the earnings of the line under the heads prescribed for State Railways and in total the percentage deduction therefrom for working expenses as per clause 29 following shall be prepared by the North Western Railway half-yearly to the 30th day of September * and the 31st day of March * in each year or to such other days as may at any time be prescribed for Indian State Railways and shall be regularly submitted by the North Western Railway to the Bahawalpur Darbar. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Bahawalpur Darbar, but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next Revenue account or in any subsequent Revenue account or accounts.

29. All costs, charges and expenses incurred by the North Western Railway in connection with the maintenance, management, use and working of the Khanpur-Chachran Railway and the conveyance of the traffic thereon inclusive of the use and up-keep of rolling stock with plant and machinery, of the electric telegraph, of the accounts and audit, of police and legal expenses and of the compensation for the loss or damage incurred through accidents or under clause 12 properly chargeable to Revenue account shall be paid by the North Western Railway and in each † year there shall be deducted from the gross receipts of the Khanpur-Chachran Railway,† a sum equal to the same percentage of the gross earnings as the operating ratio of the entire Commercial Section of the North Western Railway to cover working expenses, *plus* 5 per cent. on the gross earnings to cover hire of rolling stock. The balance of the gross earnings after making the above mentioned deductions shall be paid over to the Bahawalpur Durbar. The payment under this clause shall be calculated at the close of each year, but payment on account and subject to adjustment may be made in proportion of 90 per cent. about 15th April and 15th October and 10 per cent. or the balance directly the accounts for the months of March and September respectively are finally closed.

†*N.B.*—For the purposes of the 90 per cent. on account payments of both half years as well as for the 10 per cent. payment for the first half year, the operating ratio of the previous year will be adopted and the necessary adjustment will be made at the time of making payment of the balance after the accounts for March are closed and the operating ratio for the current year is worked out.

(a) With effect from the half year next after the half year in which the Khanpur-Chachran Railway shall have been completed and opened for traffic, the Secretary of State shall allow to the Bahawalpur Darbar

* Changed from June and December, *vide* Secretary, Railway Board's letter No. 756-R.A., dated the 28th November 1912.

† As amended by the Corrigenda issued by the Railway Department (Railway Board) with letters No. 2440-F., dated 17th June 1928 and 22nd August 1929.

shall think fit and it shall be lawful for the Secretary of State for such purposes or any of them to enter at all times by his agents, workmen, or others on any part or parts of the Khanpur-Chachran Railway or the lands, or works belonging thereto and to erect, place, maintain, make, do and execute thereon all such buildings, machinery, works, appliances, acts and things as the Secretary of State shall consider necessary or proper in relation to the construction, maintenance, use and working of the said electric telegraphs. The Secretary of State shall be exclusively entitled to the possession of all buildings, machinery, works and appliances erected or brought by him under the powers conferred on him by this clause on the Khanpur-Chachran Railway or on any land or works belonging thereto. The North Western Railway shall in accordance with the rules in force for the time being on State Railways at all times furnish the Secretary of State with such free passes over the Khanpur-Chachran Railway or any parts thereof as he shall require for persons employed by him in or about or in connection with the construction, maintenance, working or inspection of the electric telegraphs mentioned in this clause or any building, machinery, works or appliances appertaining thereto.

32. The Secretary of State shall from time to time allow the North Western Railway to have the exclusive use of any such electric telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the North Western Railway for the purposes of safely or efficiently working the Khanpur-Chachran Railway, or any part or parts thereof. The Secretary of State shall maintain and keep in good repair and in good working condition the electric telegraphs and telegraphic appliances of which the North Western Railway shall for the time being be allowed to have the use.

33. The North Western Railway shall from time to time upon demand by the Telegraph Department of the Secretary of State transfer to the credit of that Department the amount which shall from time to time be due for rent, maintenance and inspection of the electric telegraphs and telegraphic appliances of which the Secretary of State shall from time to time under the last preceding clause have allowed to the North Western Railway the exclusive use, such charges being calculated according to the rules for the time being in force for State Railway telegraphs.

34. The North Western Railway shall in relation to any electric telegraph or telegraphic appliances of which under clause 32 of this agreement it shall for the time being be allowed to have the use observe the rules applicable to telegraphs and telegraphic appliances which shall for the time being be in force in the case of State Railway telegraphs.

35. All correspondence connected with the construction, maintenance and working of the Khanpur-Chachran Railway under any of the clauses of this agreement shall so far as the questions affecting principles and important matters are concerned be conducted between the Manager,* North Western Railway, for the time being and the Bahawalpur Darbar through the medium of the Secretary

* Designation changed to "Agent", *vide* Government of India, Railway Department (Railway Board) Resolution No. 219-R.E., dated the 18th January 1913.

to the Government of the Punjab in the Public Works Department, but in ordinary matters the Bahawalpur Darbar shall if they desire to do so correspond with the Manager,* North Western Railway, direct through their own officials.

36. The Bahawalpur Darbar shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this agreement.

37. If there shall be any breach (whether by act or omission or default) on the part of the North Western Railway or of the Bahawalpur Darbar of any of the stipulations or provisions of this agreement performed or observed and the North Western Railway or the Bahawalpur Darbar respectively shall fail to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Bahawalpur Darbar or the North Western Railway, respectively, by the Secretary of State, the Secretary of State may on or at any time after the expiration of the six calendar months aforesaid determine this agreement by giving to the North Western Railway or the Bahawalpur Darbar as the case may be notice in writing of such determination.

38. Upon the determination of this agreement under either of the two clauses 5 or 37 or by effluxion of time the North Western Railway shall give to the Bahawalpur Darbar possession of the Khanpur-Chachran Railway in good working and efficient order together with the land, plant, machinery or equipment belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract and all plans, books, surveys, sections, printings, writings, and documents whatsoever, in any wise connected with the Khanpur Chachran Railway and all other property (if any) belonging or appertaining thereto and shall pay to the Bahawalpur Darbar all moneys in the possession of the North Western Railway on account of the Khanpur-Chachran Railway. And after such possession shall have been given and after all moneys which under this agreement shall have become payable to the Bahawalpur Darbar shall have been duly paid, the Bahawalpur Darbar shall be bound to indemnify the North Western Railway its property and effects against all such debts and liabilities (if any as it may have incurred on behalf of the Khanpur-Chachran Railway and which shall be then subsisting.

39. Upon the determination of this agreement the working stores appertaining to the Khanpur-Chachran Railway which may have been provided by the North Western Railway shall, if the North Western Railway so desire, be taken over by the Bahawalpur Darbar at a valuation to be determined by mutual agreement or if necessary by arbitration.

40. In the event of any difference of opinion arising upon any of the terms of this agreement between the Bahawalpur Darbar and the North Western Railway, the matter shall be referred through the Punjab Government to the Government of India whose decision shall be final and binding on all parties.

---

* Designation changed to "Agent", *vide* Government of India, Railway Department (Railway Board) Resolution No. 219-R.E., dated the 18th January 191

No. XLI.

DEED executed by the BAHAWALPUR DARBAR ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the SOUTHERN PUNJAB RAILWAY,—1913.

We, the President and Members of the Council of Regency of the Bahawalpur State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied between McLeodganj Road and Fazilka by the Southern Punjab Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

RAHIM BAKHSH.

2nd February 1913.

No. XLII.

AGREEMENT between the BRITISH GOVERNMENT and the GOVERNMENTS of HIS HIGHNESS the NAWAB of BAHAWALPUR and HIS HIGHNESS the MAHARAJA of BIKANER in connection with the SUTLEJ VALLEY CANALS PROJECT,—1920.

Terms of agreement subject to the confirmation of the Secretary of State in Council between the British Government and the Governments of His Highness the Nawab of Bahawalpur and His Highness the Maharaja of Bikaner regarding the irrigation of the tracts commanded and economically irrigable from the Gharra Reach of the Sutlej River and from the Panjnad Reach of the Chenab River.

1. The Project to be drawn out under the exclusive control of the British Government on the general basis of taking the waters specified in paragraph 4(A) below to the areas hereinafter specified.

2. The original designs for the canal works will be drawn out under the sole direction of the British Government, every possible attention being given to the wishes of the two States concerned as to the precise direction and position of the canals: provided that they are consistent with sound engineering principles.

3. The tracts for the irrigation of which provision is made consist of the following:—

BRITISH—

(a) On the Right Bank.—The whole area commanded by this scheme from the site of the uppermost weir down to the Chenab River and lying between the Gharra River and the old bed of the Beas or the limit of existing irrigation of the Bari Doab Canals.

(b) On the Left Bank.—The whole Khadir area commanded by this scheme from the site of the uppermost weir down to the Bahawalpur State boundary.

BAHAWALPUR—

The whole of the Khadir area of this State to the south of the river as far as the Sind boundary and the irrigable area in the high lands, and such detached areas of Bahawalpur territory within Sind for which irrigation can be arranged in consultation with the Sind Authorities.

BIKANER—

The area commanded by a canal taking off from the uppermost weir and entering the north-west corner of the State from British territory.

4. The water shall be distributed between the parties concerned as laid down in the following clauses :—

A.—The area irrigated from the Gharra Reach of the Sutlej is to be entitled to claim up to the limit of the canal head capacities herein authorised in cusecs, the supply entering the Gharra Reach from the Beas together with any supplies that flow into the Gharra Reach from the Sutlej after the irrigation requirements on the Sutlej above the junction of the Beas have been satisfied.

B.—For the Kharif crop from 1st April to 15th of October the full supply capacity sanctioned in cusecs at canal head for perennial and non-perennial channels will have equal claim to the supply available.

C.—The areas to be adopted for the allocation of Rabi water and the corresponding shares in that season between October 15th and 1st April will be as below :—

	Acres gross.	Per cent.
From the Gharra—		
British	900,000	26·5
Bahawalpur	1,730,000	57·0
Bikaner	500,000	16·5
TOTAL	3,130,000	

	Acres gross
From the Panjnad—	
Bahawalpur	270,000

The areas to be adopted for the capacity of non-perennial channels shall be :—

	Acres gross.
From the Gharra—	
British	2,880,846
Bahawalpur	1,272,216
From the Panjnad—	
Bahawalpur	1,594,485*

* This area on the Panjnad includes the areas across the Ghuddu Dhand, which, if excluded later, will correspondingly reduce this figure.

NOTE.—The average perennial supply available will be allotted entirely to perennial channels from the 15th October up to 31st March, and the non-perennial channels will be shut down on the 15th October.

D-1.—The authorised full supply capacity in cusecs at canal head for perennial canals will be based on the Kharif area to be irrigated assuming the following intensities on the areas given above in that crop with a full supply factor of 70 at distributary heads and an allowance of 20 per cent. for absorption up to canal head :—

	Per cent.
British	22·3
Bikaner	25
Bahawalpur from Gharra .	25
Bahawalpur from Panjnad	22·3

D-2.—For the perennial and non-perennial canals for Bahawalpur from the Panjnad the mean draw-off in each crop shall be maintained at the same fraction of their authorised maximum capacity in cusecs as that of the British canals from the Gharra.

E.—The authorised full supply capacity in cusecs of the non-perennial channels will be based on the Kharif area to be irrigated assuming an intensity of 20 per cent. on the areas given above with a full supply factor of 60 at distributary heads and an allowance of 20 per cent. for absorption up to canal head.

The above is the data for the share capacity, that is the capacity on which the channels will share the water equally in the non-perennial period. When, however, the supply of the river is in excess of the requirements of the perennial and non-perennial share capacities, the non-perennial channels may draw off up to a maximum capacity 50 per cent. in excess of the share capacity obtained as above and based on a design of 25 per cent. Kharif intensity for channels from the Gharra with a 50 Full Supply Factor, and 30 per cent. Kharif intensity for channels from the Panjnad with a 60 Full Supply Factor.

F.—In the Kharif period between 1st April and 15th October the shares of the various parties will be :—

...	Perennial capacity.		Non-perennial share capacity.		Total.		Non-perennial.		
							Additional capacity.	*Total Maximum capacity.*	
	Cusecs.	Per cent.	Cusecs.	Per cent.	Cusecs.	Per cent.	Cusecs.	Cusecs.	Per cent.
From Gharra.									
British . . .	3,440	26·5	11,523	69·4	14,963	50·5	5,761	17,284	69·4
Bikaner . . .	2,144	14·7	..	..	2,144	7·3	..	..	..
Bahawalpur . .	7,416	58·8	5,088	30·6	12,504	42·2	2,545	7,633	30·6
Total .	13,000	..	16,611	.	29,611	..	8,306	24,917	..
From Panjnad.									
Bahawalpur . .	1,032	..	6,378	..	7,410	..	3,189	9,567	..

5. The land required for the canals and works in connection with them shall be made over by the Government of each State traversed according to its own usage, all payments being made, in the case of land required for another party, by the British Government in accordance with the regulations in force in the territory in which the land is required, the amount being dealt with as a part of the expenditure on the work concerned.

6. Compensation will be paid for any building or house injured by the works.

7. The entire cost of the head-works and connected works, inclusive of the cost subsequent to 1st January 1920 of any further surveys and of the preparation of the project, shall be borne by the British Government and the two States concerned in proportion to the equivalent perennial authorised canal capacity allocated to the parties concerned at the respective headworks. For the purpose of evaluating the equivalent authorised capacity one cusec of non-perennial capacity shall be deemed to be equivalent to ·75 of a cusec of perennial capacity.

NOTE.—Surveys do not include rectangulation for distribution purposes.

8. Each party will defray the entire expenditure on its own canals.

9. The States concerned shall supply annually to meet the cost of construction, while the works are in progress, a proportion of the estimated annual outlay on the various headworks and river training works according to their share of the total equivalent authorised canal capacity at these works as well as the whole of the funds required for the canals constructed on their behalf.

10. On the completion of the works an account will be drawn out by the British Government of the actual expenditure and a final statement will be prepared of the exact sum due from the several States concerned when each State will pay or receive back any difference between its actual payments year by year and its ultimate share of the cost.

11. The above account of total cost will include the proper charges for surveys, establishment, etc., whether incurred by the British or either of the other Governments concerned; and credit will be given to each State for payments made by it directly.

12. Copies of such parts of the British accounts of the expenditure on construction will be furnished periodically to the Governments of the States concerned, so far as may be desired by them, and the States themselves will similarly furnish periodically accounts of any expenditure incurred by them directly.

13. The scigniorage to be paid by the Bikaner State to the British Government on the water supplied will be at a rate not exceeding one-tenth of the average water rate on the British Perennial Canal from the Gharra taken at Rs. 6-8 in the project at the commencement of irrigation.

14. The sum to be paid for each crop will be calculated on the area obtained by multiplying the mean discharge at the head of the Bikaner Canal during the crop and duties of 83·3 and 175 acres per cusec for Kharif and Rabi, respectively.

15. No seigniorage will be demanded until the eleventh year after the admission of water into the Bikaner Canal and as long as the profits from the British Perennial Canal from the Gharra shall be so small as would render the seigniorage rate of 10 per cent. of the average water rate per acre unduly high, such seigniorage shall be proportionately reduced at the discretion of the British Government.

16. In cases of any falling off in the seasonal supply of water available in the river the British Government and the other States will share the actual supply according to the original shares fixed and the States shall have no claim for compensation from the British Government on account of any such reduction of the supply.

17. The British Government will have full and exclusive control of the distribution of supplies at the canal heads and the Head Gauge Registers with discharges observed shall be held to be the authoritative data for calculating the quantity of water supplied.

If for purposes of accuracy of gauging and avoiding the influence of silt at the actual canal head the regulating gauge is placed a certain distance down the canal, the data obtained shall be taken to fulfill the conditions of the head gauge.

18. No party will have any claim for restitution of water not used by it when available.

19. The several parties shall pay the same share of the annual charges for the maintenance including extensions and improvements of the canal works as they pay of the first cost of the works and provide the funds annually as required.

20. The original construction of the canals with collateral works including distributaries shall be carried out by and under the control of a Chief Engineer appointed by the British Government whose sole charge shall be the construction and working of this project, and separate Superintending Engineers shall be appointed for each State.

21. The maintenance and management of the headworks with their connected works and in the case of Bikaner the Main Line down to the State border shall rest entirely in the hands of the British Government.

22. The British Government undertake to maintain and to manage the canals and their distributaries on behalf of the States concerned for the first three years after their completion, but each State will distribute the supply from the outlets through its own Revenue Staff. After this period the system shall be handed over to the State, subject to the proviso that this period may be extended at the option of the State concerned.

23. On the initiation of construction, a programme of colonization shall be drawn up between the Chief Engineer and the Colonization Officer of the State, and the construction programme, as far as possible, shall be regulated to meet the requirements of the Colonization Officer.

24. During the period of construction, and the period of management referred to in paragraph 22 the details of superintendence, powers of local officers and

other matters connected with the management shall be settled by the Punjab Government and the Government of the States concerned, subject to the confirmation of the Government of India.

25. For purposes of administration the Canal Act, VIII of 1873, suitably modified shall be introduced by each State and offenders against the Act shall be made over by the canal officers for trial to the officers of the Government in whose territory the offence was committed.

26. The miscellaneous produce, such as wood and grass, etc., on joint headworks will be shared by the parties concerned in proportion to their share in the first cost.

27. The British Government reserves to itself the right of extending or altering the river works at any time in any way it pleases, on the understanding that the share of the water first assigned to the parties under this agreement shall not be diminished without their assent being obtained.

28. Until the State Canals have been handed over to the respective States for management it shall be the duty of the officers in charge to pay due attention to any representations of the Governments of the States concerned or of their officers and to carry out their wishes as far as may be practicable or advisable.

29. Provided that the supplies assured to Bahawalpur under this agreement are not reduced, the British Government, if it desires to do so, may take a canal from above the weir on the Panjnad into Sind.

On the assumption that a capacity of 7,500 cusecs will be required for Sind a share of the cost of the Panjnad Head Works equal to $\frac{7,750}{9.565}$ will be borne by the British Government whether the canal is constructed for that tract or not.

If the canal is constructed the entire cost of construction of the canal will be borne by the British Government.

30. In case of any difference of opinion arising between any officer of the States concerned and the British Canal Officers on any matter relating to the management of the canal, it shall ordinarily be settled between the Government of the States and the Chief Engineer and in the event of their differing it shall be referred to the Lieutenant-Governor of the Punjab for decision.

31. If any difference of opinion shall arise between the Government of either of the States concerned and the Lieutenant-Governor of the Punjab as to the construction of this Agreement or any matter under it, a reference may be made to the Governor-General in Council, whose decision shall be final.

32. If within 4 months of receipt of debit, the States do not provide their share of the funds necessary for carrying out the works, for the proper maintenance of the Headworks and connected works and in the case of Bikaner, for the Bikaner Main Line also, the British Government shall have the power to stop or restrict supplies, until such time as payment is made.

33. The Governor-General in Council will at all times be ready to receive any representation from the Government of any of the States concerned, if such Gov-

ernment considers that the spirit of the present proposals are from any cause not fully acted up to by the officers of the Punjab Government on whom the immediate duty of carrying them out will devolve.

34. If at any time it is found desirable for the more efficient working of the canal system to store water on the Beas it shall be optional for the three parties to share the cost of the storage in proportion to the benefits to be received by them.

Executed at Simla, this fourth day of September 1920.

H. W. M. IVES,
Secretary to Government, Punjab,
Public Works Department,
Irrigation Branch.

RAHIM BAKHSH,
President, Council of Regency,
Bahawalpur State.

SADUL SINGH,
Public Works Member
K. RUSTOMJI,
Home Member
} *Bikaner State.*

As the project has already been under consideration for a very long time and we all most anxious to see it taken in hand as early as possible we are signing this Agreement, without carefully scrutinizing some of the words and phrases used which, from the *political point of view,* we would have preferred to see somewhat differently expressed. We, therefore, wish to make clear that by our signing this Agreement the rights of His Highness the Maharaja of Bikaner and His Highness the Nawab of Bahawalpur or their Governments to take up such matter of detailed phraseology at a subsequent date with the Government of India are not impaired or affected prejudicially in any manner.

RAHIM BAKHSH.

SADUL SINGH.

K. RUSTOMJI.

The 4th September 1920.

No. XLIII.

SUNNUD to the RAJAH of JHEEND, dated 22nd September 1847.

The Right Honorable the Governor-General having resolved to bestow certain lands on the Rajah of Jheend, as a mark of consideration for his attachment and services to the British during the late war with the Lahore State, and the Rajah of Jheend having requested that he may at the same time receive a renewed assurance of protection and guarantee of his rights in his former possessions, the Governor-General is pleased to confer this assurance in the form of a Sunnud or Grant as follows, in order that the Maharajah and his successors after him may, with perfect confidence, continue to exercise the same rights and authority in his possessions as heretofore.

The Maharajah's ancient hereditary estates, according to annexed Schedule,* shall continue for ever in the possession of himself and his successors, with all Government rights thereto belonging of Police jurisdiction and collection of revenue as heretofore. The Maharajah's chaharumians, feudatories, adherents, and dependants will continue bound in their adherence and obligations to the Rajah as heretofore. His Highness will exert himself to do justice, and to promote the welfare and happiness of his subjects, while they, on their part, considering the Rajah as their true and rightful lord, must obey him and his successors accordingly, and pay the revenue punctually and be always zealous to promote the cultivation of their lands, and testify their loyalty and obedience. The Maharajah has relinquished for himself and his successors for ever all right to levy excise and transit duties which have been abolished throughout the Jheend territory. His Highness also binds himself and his successors to the suppression of suttee, infanticide, and slave-dealing within his territories. If, unknown to the Maharajah's authorities, any persons should be guilty of these acts, the Maharajah's authorities will, on conviction, punish them with such severity as to deter others. The British Government will never demand from the Maharajah and his successors and their dependants above named any thing in the way of tribute or revenue or commutation in lieu of troops or otherwise, for the reason that His Highness will ever continue as heretofore sincerely devoted to the service and interests of the British. The British authorities will not entertain complaints of the Maharajah's subjects or dependants, or interfere with the Maharajah's authority. Should an enemy approach from any quarter to this side the Beas or Sutlej, for the purpose of conquering this country, the Rajah will join the British Army with his forces, and exert himself in expelling the enemy and act under discipline and obedience, and in time of war place the resources of his country at the disposal of the British Government. His Highness engages to have made and to keep in repairs, through his own officers, the military roads through his territory for the passage of British troops from Umballa and other stations to Ferozepore, of a width and elevation to be determined on by the Engineer Officer charged with the duty of laying down the roads. His Highness will also appoint encamping ground for British troops at the different stages, which shall be marked off, so that there be no claims made hereafter on account of damaged crops.

* Not reproduced.

No. XLIV.

TRANSLATION of a SANAD regarding POSSESSION of TERRITORY *granted to the* RAJA of JHIND by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA, dated the 5th May 1860.

WHEREAS since the day of the rise of the sun of the everlasting British Empire and supremacy in this Country of India, the acts of loyalty and devotion to Government of Farzand-i-dilband-i-Rasikh-ul-i 'tikad-i-Daulat-i-Inglisia (the beloved and firmly faithful son of the English Empire) Raja Sahib Sarup Singh Bahadur and ancestors and predecessors of the said Raja, on occasions of war and battle, etc., have become fully conspicuous; accordingly as a reward for these good services and aid and assistance with troops and supplies, etc., they have always been distinguished and exalted by the powerful British Government by being granted territory and titles and raised in degrees of honour and dignity. Particularly in the year 1857 A.D., during the days of the insurrection and mutiny of wretched persons the Raja Sahib Bahadur rendered and displayed worthy and conspicuous services which surpassed his previous achievements. Therefore, in recognition of such approved services, the powerful British Government, by way of Royal favour and kindness, has conferred on the Raja Sahib Bahadur some territory and additional title for generation after generation and descendant after descendant. The Raja Sahib Bahadur has applied for a renewal of the *Sanad* regarding his ancestral territory as well as that granted to him previously and now by the powerful Government. In view of this His Excellency the Viceroy and Governor-General is pleased to approve of the grant of the present *Sanad* by way of treaty with the conditions entered below as a memorable document:—

CLAUSE I.

According to the list annexed to this *Sanad*, the Raja Sahib Bahadur and his successors will, in the present and future time, exercise sovereignty, with peace of mind and in perfect security, in accordance with ancient custom, over his ancestral possessions and the dominions bestowed on him by the British Government and consider the territory granted to him by the British Government in recognition of his good services as his ancestral territory with all powers and rights, internal and external. All powers great and small, administrative and criminal and in respect of the produce of revenue, etc., will, as heretofore, remain permanently vested in the power and control of the Raja Sahib Bahadur and his successors generation after generation and descendant after descendant at present and in future for ever and in perpetuity; and (his) brothers, zaildars, feudatories, Jagirdars and dependants will, according to old custom, obey the orders and commands of the Raja Sahib Bahadur and his successors.

CLAUSE II.

The powerful British Government will not demand or exact anything on account of *nazarana*, land revenue, administrative or criminal cesses, compensation on

account of troops, etc., or on any other plea whatever, in the present or future, from the Raja Sahib Bahadur, his successors, dependants, brothers, Zaildars, Jagirdars or feudatories, except as provided in Clause III.

Clause III.

As an additional Royal favour and having regard to the loyalty and devotion of the Raja Sahib Bahadur the powerful Government desires that this territory should always remain under the sovereignty of this family. Therefore the power of adoption is granted for ever to the said Raja Sahib and his successors so that in case there is no lineal descendant, they may, for the purpose of perpetuating the line of Chiefship, adopt a successor, according to their own choice, from among the descendants of the Phulkian family. The powerful Government cordially accepts and agrees to this. The powerful Government also grants permission that in case—may God forbid—the Raja on the *Masnad* should suddenly die, without leaving a lineal descendant or an adopted successor, the Maharaja Sahib of Patiala and the Raja Sahib of Nabha, in concert with the Commissioner Sahib Bahadur, may select a successor from among the Phulkian family and place him on the *Masnad*. In that case *nazarana* to the extent of one-third of the income of the State for one year will be paid into the treasury of the British Government by the Jhind State.

Clause IV.

In the year 1847 an agreement regarding the infliction of capital punishment after reference to the Commissioner Sahib Bahadur and the prevention of female infanticide, *Sati* and slavery, etc., was obtained from the said Raja Sahib. That is now cancelled, and absolute power by all means regarding the infliction of capital punishment, etc., in his territory, according to old custom, is granted to the Raja Sahib Bahadur and his successors. Similarly with regard to punishing subjects of the powerful British Government committing crime and apprehended in the territory of the Jhind State, the Raja Sahib Bahadur and his successors are granted power in accordance with the provisions of the despatch No. 3, dated 1st June 1836, from the Honourable Court of Directors at the Capital, London. The Raja Sahib Bahadur will exert himself by every possible means in promoting the welfare of his people and the happiness of his subjects and in redressing the grievances of the oppressed and injured in the proper way. He will prevent in his territory female infanticide, *Sati* and slavery, which are opposed to the principles of justice and equity towards the people, in accordance with the provisions of the former *Sanad*. In the event of any person at any time committing the above mentioned prohibited crimes without the knowledge of the officials of the Raja Sahib, the latter will inflict deterrent punishment on him.

Clause V.

The Raja Sahib and his successors will never fail in their faithful and devoted obedience to the Empress, Queen of England, and her successors.

CLAUSE VI.

If at any time any hostile troops with mischievous intention should appear in his neighbourhood from any side or direction, the Raja Sahib Bahadur will along with his existing force sincerely and loyally co-operate with the English in repelling them in accordance with past practice. He will exert himself, to the utmost of his resources, in providing supplies, grains, etc., and transport according to the requisitions of British officers.

CLAUSE VII.

Complaints against the Raja Sahib from his subjects, Muafidars, Jagirdars, dependants, brothers and servants, etc., will on no account be listened to by the powerful British Government.

CLAUSE VIII.

With regard to internal management and the affairs of the brothers household and relatives, the rules and arrangements made by the Raja Sahib Bahadur will always be respected and not interfered with by the powerful British Government.

CLAUSE IX.

On the occasion of the construction and repair of roads in his territory the Raja Sahib Bahadur will, in accordance with the written communication of the Commissioner Sahib Bahadur, arrange, from his own territory, through *kardars* and officials of Parganas, according to former customs, for the materials required on payment; and at the time of the construction of a rail-road or other roads the Raja Sahib Bahadur will concede, free of charge, land that comes under roads in the same way as he has done for the Imperial road.

CLAUSE X.

The Raja Sahib will always pursue the course of obedience and loyalty to the powerful Government who will likewise continue to uphold His Honour, respect, rank and dignity in the manner it is done at present.

List of ancestral territories of Farzand-i-dilband-i-Rasikh-ul'tikad-i-Daulat-i-Inglisia (the beloved and firmly faithful son of the English Empire) Raja Sarup Singh Sahib Bahadur and territory bestowed by the powerful Government, annexed to the *Sanad* granted by His Excellency Earl Canning, Governor-General and Viceroy of Her Majesty the Queen.

DETAILS OF ALL PARGANAS.

THE ANCESTRAL PROPERTY OF THE RAJA SAHIB BAHADUR.

PARGANA Jhind with villages Panjgaravin.
,, Safidun.
,, Lajvana.
,, Balanwali.
,, Sangrur with villages Mahlan and Ghabadan.
,, Bazidpur with village Laloda.
Bhai Rupa shared by the three States.

TERRITORY GRANTED BY THE POWERFUL GOVERNMENT WITH ALL POWERS AND PROPRIETARY RIGHTS, ETC., LIKE THOSE FOR ANCESTRAL PROPERTY.

The undermentioned Villages included in Parganas Jhind and Safidun, according to *Sanad* dated 22nd September 1847, with revenue amounting to Rupees four thousand per annum, under the seal and signature of His Excellency Lord Hardinge, Governor-General.

(4)

Village Dalamwala included in Pargana Jhind.
(1)
Villages (3) { Baroda, Basini and Khatla. } included in Pargana Safidun.

Pargana Dadri and Villages of Pargana Kalaran, *vide* letter from Secretary to the Government of India to the address of Secretary to the Chief Commissioner, Punjab, dated 2nd June 1858, and Kharita of His Excellency Earl Canning, Governor-General, of above date :—

Pargana Dadri with internal and external gates.

14 villages of Pargana Kolaran.

List of Villages of Jagirdars and Zaildars :—

Village Dialpura of Dialpuria Jagirdars and Zaildars with all administrative and criminal powers and commission money and rights for ownerless lands enjoyed by the Raja Sahib Bahadur, which will continue to be enjoyed in perpetuity by his successors.

No. XLV.

TRANSLATION of a SUNNUD or Grant of portions of the Pergunnah of BOODWANAH, DISTRICT JHUJJUR, bestowed on the RAJAH of JHEEND by HIS EXCELLENCY EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL of INDIA,—1861.

Preamble.

Whereas the devotion and loyalty of the Rajah of Jheend and of his ancestors have always been conspicuous since the estabiishment of British supremacy in India, His Excellency the Viceroy and Governor-General, being desirous of marking his high appreciation of these qualities, has been pleased to bestow upon the Rajah portions of Pergunnah Boodwanah, of the District of Jhujjur, containing nineteen villages, according to vernacular list annexed*, assessed at a yearly revenue of (eighteen thousand five hundred and twenty Rupees) 18,520 Rupees, and to accept from the Rajah a "nuzzuranah" of (Rupees 3,70,004) three lakhs seventy thousand and four. It is accordingly ordained as follows :—

ARTICLE 1.

The territory above-mentioned is conferred upon the Rajah of Jheend and his heirs for ever.

ARTICLE 2.

The Rajah and his successors will exercise the same rights, privileges, and prerogatives in this newly-acquired territory as he at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

ARTICLE 3.

The Rajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations, with regard to this newly-acquired territory, as were imposed on him by the terms of the Sunnud, dated 5th May 1860, relating to the Rajah's ancestral possessions.

No. XLVI.

TO FURZUND DILBUND RASEKOOL ITAHQAD DOWLUT-I-ENGLISHIA RAJAH SUROOP SINGH BAHADOOR, of JHEEND, dated 5th March 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby,

* Not reproduced.

in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that on failure of natural heirs, the perpetuation of your family by your adoption of an heir from the Phoolkeean House will be in accordance with the wishes of the paramount power, and will be gladly recognized and confirmed; and that if at any time any Rajah of Jheend should die without male issue, and without adopting a successor, it will still be open to the Maharajah of Putialla and the Rajah of Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family; but in that case a nuzzuranah, or fine, equal to one-third of the gross annual revenue of the Jheend State, shall be paid to the British Government.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

No. XLVII.

AMENDED TERMS of AGREEMENT between the BRITISH GOVERNMENT and the STATE of JIND, for regulating the supply of water for irrigation from the Western Jumna Canal, executed at Simla on behalf of the BRITISH GOVERNMENT by C. L. TUPPER, ESQ., CHIEF SECRETARY to the GOVERNMENT of the PUNJAB, duly empowered by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL in COUNCIL, and at SANGRUR on behalf of the JIND State by SARDAR RATAN SINGH, President, Council of Regency, duly empowered by HIS HIGHNESS the RAJA of JIND,—1892.

The terms of agreement * executed on the 29th April 1875 are hereby cancelled.

2. In lieu of the cuts from the canal, by means of which irrigation was originally effected, ten main distributaries with proper masonry heads taking out of the Hansi Branch of the Western Jumna Canal, and four masonry heads for water-courses taking out of the Butana distributary, shall be provided for the irrigation of the State from the Western Jumna Canal.

3. The said distributaries and the said water-course heads taking out of the Butana distributary shall be constructed at the cost of the British Government, but when completed shall be handed over to the Jind State, with the exception of the masonry heads and the portions of the channels within canal limits.

4. The distributaries so made over shall be kept in repair by the Jind State, a deduction being made on this account from the annual charge for water. The deduction shall be calculated at a certain rate for irrigated area fixed with reference to the average cost per acre for maintenance of distributaries elsewhere in British territories.

---

* Not Printed.

5. So soon as the ten main distributaries taking out from the Hansi Branch are made over to the Jind State, the British Canal Officer shall thenceforth exercise no interference in regard to the internal management and the distribution of water from them, nor shall he, unless at the request or with the consent of the Jind Canal Officer, reduce the supply entering the heads, provided the full gauge readings specified in Article 7 be not exceeded; but the British Canal Officer shall have full power to shut off or to reduce the supply entering the Hansi Branch under the following circumstances:—

(*a*) As part of a general closure of the Western Jumna Canal for necessary or emergent repairs, of which due notice will be published in the *Punjab Gazette* for closures of more than ten days duration.

(*b*) For purpose of repairs to any canal work or for usual or necessary silt clearances on the Hansi Branch.

(*c*) On occasions of excessive rainfall or general reduction of the demand for canal water, that may render a reduction of the supply necessary, either for the safety of the canal banks or works or to prevent undue flooding or waste of water.

(*d*) For the purpose of a more effective distribution of the supply available for the distributaries on the New Main Line, and for the Delhi and Hansi Branches and the Butana distributary, all closures and reductions of the supply to the Hansi Branch being as far as possible compensated for by an immediately previous or subsequent increase of the supply which would otherwise be due to that branch.

(*e*) In the event of the supply available for the distributaries on the New Main Line and for the Delhi and Hansi Branches and Butana distributary falling below the demand, in which case the supply to the Hansi Branch shall either be rateably reduced or shall be regulated as provided in Clause (*d*) of this Article.

As long previous notice as possible shall be given to the Jind Canal Officer of all closures or reductions of the supply ordered under Clauses (*a*), (*b*), (*d*), and (*e*).

Immediate notice of all closures or reductions of the supply ordered under Clause (*e*) shall also be given to the Jind Canal Officer, who will be consulted as to the length of the period during which the reduction of the supply should be maintained.

6. The British Canal Officer shall have full power to shut off or reduce the supply to the Butana distributary at his discretion in accordance with the exigencies of irrigation, and the outlets provided on that distributary for the irrigation of Jind territory shall be subject to such periodical and special closures as may be ordered from time to time for British outlets in accordance with Rule 15, passed under Act VIII of 1873, due intimation of such orders being given to the Jind Canal Officer, but no closure shall be ordered on account of alleged wastage of water owing to disrepair of irrigating channels.

7. The distributaries shall be constructed of sufficient capacity, when running to a full gauge, to irrigate, in combination with the four water-courses from the Butana distributary, an aggregate area of 60,000 (sixty thousand) acres per annum, but in order to compensate for all irregularities or deficiencies in the supply passed into them, the annual charge for the water supplied shall be calculated on an irrigated area of 50,000 (fifty thousand) acres only, and no claims shall be raised by the Jind State for reduction of such annual charge on the grounds of short supply.

8. Gauges shall be placed at the head of each distributary for the determination of full supplies, the zero of the gauge in each case being placed on the level of the bed of the distributary. The following gauge readings shall be held to represent full supplies in the case of each distributary :—

Number of distributary.	Full supply gauge reading.
I	4·0
II	2·0
III	3·5
V	3·5
VI	2·0
VII	4·5
VIII	4·0
IX	3·5
X	3·5
XI	3·0

NOTE. (No. IV is a branch of No. III and has no separate head in the canal.)

No. I distributary having been constructed to carry double the full supply sufficient for the irrigation of the area dependent on it shall be closed at the head during every alternative week or other convenient interval of time and shall be opened in the corresponding alternative intervals. The remaining nine distributaries shall be allowed to run constantly, subject to temporary closures of the Hansi Branch under Article 5 of this agreement. Every distributary, when open, shall be entitled to as full a supply as the supply in the Hansi Branch will permit without being headed up, provided that the above-mentioned gauge readings shall, in no case, be exceeded.

8(*a*). The heads of all the Jind distributaries shall remain under the sole control of the British Canal Officer, who will arrange for the maintenance of the supply in each at the gauge indented for by the Jind Canal Officer, if not in excess of the full supply gauge reading prescribed in Article 7 and, as far as the available depth of water in the Hansi Branch will permit. In the event of a breach or sudden

cessation of the demand on a Jind distributary, the supply entering at the head shall not be reduced except in accordance with the general or special orders in this regard that may be issued from time to time by the British Canal Officer, but all reductions of supply applied for by the Jind Canal Officer will be effected after due and sufficient notice has been given.

9. Masonry diaphragms shall be constructed in the first two miles of each distributary, which shall be held to indicate the normal bed-levels and cross-sections of the channel in which they are situated. The Jind State shall make all clearances of these channels as nearly as may be in conformity with the levels and cross-sections thus indicated, and shall not increase the capacity of any of the channels beyond the limits indicated by the said diaphragms without the consent of the British Government. The British Canal Officers shall be at liberty to inspect the said diaphragms and to repair them at the cost of the British Government should they be found to require it.

10. The amount payable annually by the Jind State for the supply of water for irrigation shall be calculated on an area of 50,000 (fifty thousand) acres, the rate per acre being the average of some few years of measured irrigation in lands similarly situated in British territory, but the amount shall be subject to deduction on account of—

(1) Cost of repairs and maintenance of distributaries as provided in Article 4.

(2) Reduction of canal establishment resulting from the transfer of sole management of the distributaries to the State.

(3) Fees to Lambardars and Patwaris at the rate of 5 (five) per cent. on the amount payable.

NOTE.—The net amount payable by the State, after making the stipulated deductions, has been fixed for the present at Rs. 1,05,500 (one hundred and five thousand five hundred) as detailed below. The rate of 2·4 (two and four-tenths) rupees per acre was obtained by striking a mean for five years ending 1883-84 of actual realizations per acre irrigated in the Jind State :—

		Rs.
Gross sum payable—		
50,000 acres at Rs. 2·4 per acre		1,20,000
Deductions—	Rs.	
(1) Maintenance and repairs	5,000	
(2) Establishment savings	3,500	
(3) Fees to Lambardars and Patwaris	6,000	
		14,500
Net amount payable per annum		1,05,500

11. In the event of there being a general reduction of water-rates on the canal, a rateable reduction shall be made in the amount payable by the State; and in the event of the rates being increased, a rateable increase shall be demandable from the State.

12. In case of any difference of opinion arising between any officers of the Jind State and the British Canal Officers relating to the supply of water, it shall

be referred to the Lieutenant-Governor of the Punjab, whose decision shall be final. If any difference of opinion shall arise between the Jind State and the Lieutenant-Governor of the Punjab as to the construction of this agreement, a reference may be made to the Governor-General in Council, whose decision shall be final.

Executed at Sangrur this twenty-fourth day of July 1892 on behalf of His Highness the Raja of Jind by Sardar Ratan Singh, President, Council of Regency, in presence of me, L. Chandu Lal, Mir Munshi.

C. L. TUPPER,
Chief Secretary to the Government of the Punjab.

The 10th August 1892.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

H. M. DURAND,
Secretary to the Government of India.

FOREIGN DEPARTMENT;
SIMLA,
The 16th September 1892.

No. XLVIII.

AGREEMENT for the construction of a LINE of TELEGRAPH from MALER KOTLA to SANGRUR,—1893.

WHEREAS the *State of Jind* is desirous of having a line of telegraph constructed from *Maler Kotla* to *Sangrur* to be worked in connection with the British lines of telegraph, the following terms are agreed upon by *W. R. Brooke, Esquire, Director-General of Telegraphs*, on the part of the *British Government* duly empowered by the *Viceroy and Governor-General of India in Council* on that behalf, and by *Sardar Rattan Singh*, duly empowered by the *Government of the Jind State* on that behalf :—

I. *The British Government* agrees to construct for the Jind State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Maler Kotla and Sangrur at a cost of rupees two thousand (Rs. 2,000) more or less, the Jind State supplying the supports and distributing them free of charge, and the Jind State agrees to pay to the British Government the cost of the line as the money may be required.

II. The line so constructed shall be called the Jind Branch Telegraph Line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Jind State on terms and conditions to be agreed upon at the time between the Jind State and the Government of India.

IV. The Jind Branch Telegraph Extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up the value of those of the materials of which it is composed which were supplied by the Telegraph Department shall be refunded to the Jind State, less the cost of dismantling and returning them into store.

V. The State of Jind shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of $2\frac{1}{2}$ per cent. per annum on the capital expenditure and also Rs. 5 per mile of wire to cover cost of line establishment and minor charges of the Telegraph between Maler Kotla and Sangrur. These rates may be changed at any time hereafter, after one year's notice has been given to the Jind State.

VI. The entire receipts at the Telegraph Office at Sangrur and at any other office opened on the Jind Branch Telegraph Extension shall be credited annually to the Jind State and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Jind State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Jind State, if the cost exceeds the receipts, the difference shall be paid by the Jind State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid on inland messages and the Indian share of foreign messages despatched from the offices aforesaid.

VII. The accounts of the Jind Branch Telegraph Line and of the offices maintained on it shall be rendered yearly to the State of Jind and the charges and balance shall be adjusted without delay.

VIII. The Jind State shall provide free of rent such accommodation for the offices that may be opened on the Jind Branch Telegraph Line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Jind agrees to apply to the Jind Branch Telegraph Line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts, or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X. The State of Jind agrees to apply to the Jind Branch Telegraph Line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in India. The British Government will undertake to furnish the Jind State with accurate translations of such Acts, Rules and Regulations.

XI. The Jind State agrees that the Jind Branch Telegraph Line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

XII. The British Government agrees that whenever the Jind State shall find occasion to be dissatisfied with any of the officials employed on the Jind Telegraph Office and may wish to remove them from office, such officials shall on the application of the Jind Durbar be at once removed and other officers shall be sent to fill their place as soon afterwards as practicable.

XIII. Jurisdiction in regard to offences against the Telegraph Act committed in Jind territory by native subjects of the British Government or by subjects of the Raja of Jind will be regulated by Clause IV of the Sanad dated 5th May 1860, granted to His Highness the Raja of Jind by the British Government. European British subjects accused of such offences shall be tried in British Courts.

XIV. In most urgent cases the Jind State will, during the pleasure of the British Government, have the power of ordering the Jind Branch Line to be cleared.

Signed sealed and delivered by the said Sardar Rattan Singh on behalf of the Government of the Jind State, on the twenty-ninth day of January 1893 in the presence of—

Witness — CHANDU LAL, *Mir Munshi, Jind State.*

RATTAN SINGH,
President, Council of Regency, Jind State.

Signed sealed and delivered for and on behalf of the British Government by the Director-General of Telegraphs in India at Simla on the 11th day of April 1893.

W. R. BROOKE,
Director-General of Telegraphs.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

H. M. DURAND,
Secretary to the Government of India.

FOREIGN DEPARTMENT;

SIMLA,

The 11th May 1893.

No. XLIX.

AGREEMENT for the construction, maintenance and working of the LUDHIANA-DHURI-JAKHAL RAILWAY by the NORTH WESTERN RAILWAY on behalf of the MALER KOTLA and JHIND DARBARS,—1899.

THIS INDENTURE made the sixth day of September 1899 between the SECRETARY of STATE for INDIA in COUNCIL (hereinafter called the Secretary of State) of the one part and the MALER KOTLA and JHIND DARBARS of the other part:—

WHEREAS a line of Railway situated partly in British territory and partly in territory lying in the Native States of Jhind, Maler Kotla and Patiala and about 79 miles in length is to be constructed on the 5½ feet standard gauge from Ludhiana on the North Western Railway to Dhuri on the Rajpura-Bhatinda Railway and from Dhuri to Jakhal on the Southern Punjab Railway.

AND WHEREAS the Secretary of State and the Maler Kotla and Jhind Darbars have agreed that the said Darbars shall supply all the fund necessary for construction exclusive of rolling stock with the stores plant and machinery pertaining thereto and of electric telegraph with the appliances appertaining thereto and that the Government of India shall construct and through the agency of the North Western Railway maintain and work the said line of Railway from Ludhiana by Dhuri to Jakhal upon the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows:—

1. "The North Western Railway" means the Railway worked by the Secretary of State and now under the control of the Manager, North Western Railway, and any alterations and additions that may from time to time during the continuance of this contract be made in or to the said Railway by or with the sanction of the Secretary of State but not so as to include any Railways or works comprised in "the Ludhiana-Dhuri-Jakhal Railway" as hereinafter defined.

2. "The Ludhiana-Dhuri-Jakhal Railway" means the Railway extending from Ludhiana on the North Western Railway to Dhuri on the Rajpura-Bhatinda Railway and from Dhuri to Jakhal on the Southern Punjab Railway with any improvements alterations and additions of whatever description that may from time to time be made in or to the said Railway by or with the sanction of the Maler Kotla and Jhind Darbars but with the exception of the telegraphs and telegraphic appliances used or to be used thereon.

3. "The Amalgamated Undertaking" means "the North Western Railway" and "the Ludhiana-Dhuri-Jakhal Railway" (as defined above in Clauses 1 and 2 respectively) taken as a whole the intention being that these two Railways under the terms hereinafter contained in this agreement should be worked together as if the two constituted but a single Railway.

4. "Gross receipts" mean and include when not otherwise stated all receipts from coaching and goods traffic and from telegraphs all sums received as rents and all other receipts usually treated as Railway revenue.

5. This agreement shall be taken to have commenced and as having come into force upon the sixth day of September 1899 and shall be subject to revision from time to time and shall be and remain in force until the 31st day of December 1904 and shall be terminable then or on the 1st January or the 1st July in any year thereafter on six months' previous notice in writing being given by either party to this agreement to the other but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken.

6. The North Western Railway shall survey and select the best alignment available for the construction of the Ludhiana-Dhuri-Jakhal Railway and shall prepare an estimate of its cost such alignment and estimate of cost being subject to the approval of the Maler Kotla and Jhind Darbars and to the final sanction of the Secretary of State.

7(*a*). The Maler Kotla and Jhind Darbars shall supply all funds necessary to complete the construction of the Ludhiana-Dhuri-Jakhal Railway as may from time to time be required by the Secretary of State.

7(*b*). The Government of India shall through the agency of the Director of Railway Construction construct the Ludhiana-Dhuri-Jakhal Railway in a permanent and substantial manner of first class and durable materials according to the standard of the North Western Railway and shall furnish it with such stores plant machinery and equipment as may be necessary for working the traffic. Steel flat-footed rail 75 lbs. to the yard shall be adopted and deodar sleepers of the same specification as are used on the main line of the North Western Railway.

7(*c*). The Secretary of State shall provide the necessary electric telegraph and appliances.

7(*d*). The Government of India shall with all reasonable despatch construct and make ready for opening the Ludhiana-Dhuri-Jakhal Railway and if possible shall open such railway within two years from the date of this agreement.

8. During the continuance of this agreement the North Western Railway shall efficiently maintain the Ludhiana-Dhuri-Jakhal Railway and keep the same supplied with rolling-stock plant and machinery in good order as if it were part of the North Western Railway and shall do all in their power to develop the traffic on the Ludhiana-Dhuri-Jakhal Railway and shall manage use and work the Ludhiana-Dhuri-Jakhal Railway and shall convey traffic thereon.

9. The Secretary of State shall be the sole judge as to the standard of maintenance to be required and the Revenue Accounts provided for in Clause 26 following shall not be considered as finally closed and made up until such time as the maintenance is certified to by the Inspecting Officer appointed under the Indian Railways Act IX of 1890 or any subsisting statutory modification thereof as having been brought up to the standard required and the whole cost of the same debitable to Revenue has been duly charged off.

10. Teh North Western Railway shall be responsible for all accidents and for loss and damage of every kind (including claims for lost or damaged goods) that shall occur upon the Ludhiana-Dhuri-Jakhal Railway except accidents loss or

damage caused by any extraordinary casualty not due to defects in the construction or to the maintenance or working of the said Ludhiana-Dhuri-Jakhal Railway by the North Western Railway. Should any of the permanent works such as bridges stations buildings or other works upon the Ludhiana-Dhuri-Jakhal Railway fail from causes beyond the control of the North Western Railway or should any extraordinary casualty occur the case must be regarded as exceptional and the cost of construction or replacement must be charged to Capital or Revenue or divided between them as may be deemed by the Secretary of State proper according to the circumstances of the case.

11. All subsequent works and alterations chargeable to Capital and which may from time to time be agreed upon between the North Western Railway and the Maler Kotla and Jhind Darbars as necessary for the efficient working of the Ludhiana-Dhuri-Jakhal Railway shall be carried out by the North Western Railway at the expense of the Maler Kotla and Jhind Darbars.

12. The Secretary of State may from time to time by notice in writing require the carrying out of any alteration or improvement in the Ludhiana-Dhuri-Jakhal Railway or any addition thereto that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the effectual working of the Ludhiana-Dhuri-Jakhal Railway. Such notice shall specify the alteration improvement or addition required and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration improvement or addition.

13. Any moneys required by the North Western Railway for any purpose properly chargeable to the Maler Kotla and Jhind Darbars in connection with the Ludhiana-Dhuri-Jakhal Railway and sanctioned under Clause 10 or 11 or required by the Secretary of State under Clause 12 shall be provided by the Maler Kotla and Jhind Darbars according to such arrangements as shall from time to time be made between the Maler Kotla and Jhind Darbars and the Secretary of State. The incidence of the cost of all works to be constructed shall be agreed upon before the work is commenced.

14. The area of land required for the Ludhiana-Dhuri-Jakhal Railway whether during or after construction shall be provided free of cost by the Secretary of State in the case of British territory and by the Native States concerned in the case of land lying in Native States' territory. The North Western Railway shall occupy such land during the period of this agreement but for purposes in connection with the Ludhiana-Dhuri-Jakhal Railway the North Western Railway shall not acquire either absolutely or for any limited estate any land situate in Maler Kotla, Jhind and Patiala territory or any rights or easements in over or in respect of any land so situate. The expression "land" includes as regards the operation of this clause buildings lands and all other hereditaments of whatever description.

15. During the continuance of this agreement the North Western Railway shall have entire control of the traffic working of the Ludhiana-Dhuri-Jakhal Railway shall supply all staff required for the supervision and working including that

for audit and accounts and shall supply all locomotives and other rolling-stock fuel and working stores required for the efficient working of the Ludhiana-Dhuri-Jakhal Railway.

16. The North Western Railway shall maintain and keep the Ludhiana-Dhuri-Jakhal Railway together with the plant and machinery and equipment in good repair and good working condition to the satisfaction of the Secretary of State.

17. The North Western Railway shall cause to be run on the Ludhiana-Dhuri-Jakhal Railway so many trains at such times at such rates of speed between such places and with such conveniences and accommodations as the traffic shall from time to time require after duly considering any recommendations or suggestions from the Maler Kotla and Jhind Darbars.

18. The North Western Railway shall book goods and passengers from all stations upon the line of the Ludhiana-Dhuri-Jakhal Railway to all such stations upon other lines of railway as the North Western Railway now or shall from time to time interchange traffic with and shall otherwise extend to the traffic on the Ludhiana-Dhuri-Jakhal Railway all privileges facilities and booking arrangements now or hereafter used or enjoyed by the North Western Railway in connection with other lines of Railway.

19. The North Western Railway shall charge such rates fares and tolls and shall make such rules conditions and arrangements in respect of the traffic on the said Ludhiana-Dhuri-Jakhal Railway as are now in force or shall be from time to time within the powers of the Manager North Western Railway to introduce on the North Western Railway. Construction and revenue stores required either for the North Western Railway or any lines for the time being worked by the North Western Railway or for the Ludhiana-Dhuri-Jakhal Railway shall be carried over the lines of the "Amalgamated Undertaking" at the rates and under the conditions in force for the time being on the North Western Railway.

20. All services which on the Ludhiana-Dhuri-Jakhal Railway the Secretary of State or the Maler Kotla and Jhind Darbars shall require the North Western Railway to perform for the Post Office the Military Department the Police Department or any other Department of the State or for high Government and Darbar officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India) the conveyance of Post Office servants when on duty the conveyance of troops and sailors Military and Naval establishments horses and other animals used for military purposes guns military stores and enquipments the conveyance of police prisoners and paupers the conveyance of telegraph stores instruments officers and workmen and of any public stores whatever inclusive of stores for any other State Railway shall be performed by the North Western Railway on the same general conditions and at the same rates and under the same conditions as may for the time being be generally in force on the North Western Railway.

21 (*a*). The North Western Railway shall record and keep in proper books full and particular accounts of all its transactions and correspondence in any way relating to or affecting the Ludhiana-Dhuri-Jakhal Railway or the business thereof

or any of the matters or things included or referred to in this agreement so as at all times to exhibit fully and truly the state of its affairs in relation thereto and the Maler Kotla and Jhind Darbars or any person or persons appointed by them in that behalf shall at all reasonable times have free access to all the books accounts papers and documents of the North Western Railway relating to the Ludhiana-Dhuri-Jakhal Railway with power to call for or make copies of or extracts from the same.

21 (*b*). The Director of Railway Construction shall supply quarterly reports of progress during the period of construction to the Maler Kotla and Jhind Darbars.

22. The North Western Railway shall keep the following accounts in regard to the Ludhiana-Dhuri-Jakhal Railway :—

A Capital Account including the Stores Accounts.

A Revenue Account.

23. In the Capital Account of the Ludhiana-Dhuri-Jakhal Railway the following particulars shall be entered to debit and credit respectively (that is to say)—

To debit.

(*a*) The value at cost price as shown in the accounts of the Ludhiana-Dhuri-Jakhal Railway as and in manner aforesaid inclusive of the railway plant and machinery and equipment supplied by the North Western Railway as aforesaid.

(*b*) The value as certified by the Maler Kotla and Jhind Darbars of all land provided by them after the date of this agreement for the purposes of the Ludhiana-Dhuri-Jakhal Railway.

(*c*) All moneys which shall be actually expended by the North Western Railway with the sanction of the Maler Kotla and Jhind Darbars out of the funds provided by them in respect of the Ludhiana-Dhuri-Jakhal Railway upon works plant or machinery the cost of which is chargeable to Capital.

(*d*) All such other sums (if any) as ought to be entered to debit in the Capital Account.

And to credit.

(*e*) All such of the moneys to be received by or on behalf of the North Western Railway in respect of the Ludhiana-Dhuri-Jakhal Railway as ought under the provisions of this agreement to be treated as received on account of Capital.

(*f*) The value of any land originally debited to the Capital Account of which the North Western Railway shall have been allowed to take possession for the purposes of the Ludhiana-Dhuri-Jakhal Railway and which shall have been subsequently relinquished.

24. All moneys expended by the North Western Railway on the Capital Accounts of the Ludhiana-Dhuri-Jakhal Railway and all other expenses of the North Western Railway in connection therewith shall from time to time be stated and submitted to the Maler Kotla and Jhind Darbars. The Capital Account shall from time to time be made up and the balance thereon ascertained and stated therein.

25. The gross receipts of the Ludhiana-Dhuri-Jakhal Railway are to be collected and treated as receipts of the North Western Railway. Moneys such as shall arise from the sale of any property on any occasion other than the replacement of the property sold by other property of the same or a similar character shall be treated as received on account of Capital the residue shall be treated as received on account of Revenue: Provided always that no sale of any property other than stores belonging to the Darbar on any occasion other than such replacement as aforesaid shall be made without the sanction of the Maler Kotla and Jhind Darbars.

26. A Revenue Account for the Ludhiana-Dhuri-Jakhal Railway showing the earnings of the line under the heads prescribed for State Railways and in total the percentage deduction therefrom for working expenses as per Clause 27 following shall be prepared by the North Western Railway half-yearly to the 30th day of June and the 31st day of December in each year or to such other days as may at any time be prescribed for Indian State Railways and shall be regularly submitted by the North Western Railway to the Maler Kotla and Jhind Darbars. Every Revenue Account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Maler Kotla and Jhind Darbars but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next Revenue Account or in any subsequent Revenue Account or Accounts.

27. All costs charges and expenses incurred by the North Western Railway in connection with the maintenance management use and working of the Ludhiana-Dhuri-Jakhal Railway and the conveyance of traffic thereon inclusive of the use and keep of rolling-stock with plant and machinery of the electric telegraph of the accounts and audit of police of legal expenses and of the compensation for loss or damage incurred through accidents or under Clause 10 properly chargeable to Revenue Account shall be paid by the North Western Railway and in each half-year there shall be deducted from the gross receipts of the Ludhiana-Dhuri-Jakhal Railway fifty-five per cent. of such gross receipts and the balance after making the said deduction shall be paid over to the Maler Kotla and Jhind Darbars.

28. In case any question shall arise whether any expenditure incurred for purposes of the "Amalgamated Undertaking" is to be treated in the whole or in part as a charge incurred on Capital Account or how the same is to be dealt with the question shall be determined on the general principle that Capital is to bear the cost of new works of additional plant and machinery and of substantial improvements of and additions to old works plant and machinery including the cost of any temporary new work the construction of which is requisite for the construction of a work properly chargeable to Capital and that subject to the

provisions of Clause 10 the cost of repairs restorations renewals replacements and substitutions is to be borne by Revenue. If any difference shall arise between the Maler Kotla and Jhind Darbars and the North Western Railway as to whether any expenditure incurred by the North Western Railway on account of the Ludhiana-Dhuri-Jakhal line is properly chargeable to Capital or Revenue the matter in difference shall be referred to the decision of the Secretary of State.

29. In addition to the electric telegraphs already established along or upon the Ludhiana-Dhuri-Jakhal road the Secretary of State may from time to time establish such electric telegraphs as he shall think fit along or upon the Ludhiana-Dhuri-Jakhal Railway or any part or parts thereof or any land or works belonging thereto and may maintain and work the electric telegraphs already established or to be established as aforesaid as the Secretary of State shall think fit, and it shall be lawful for the Secretary of State for such purposes or any of them to enter at all times by his agents workmen or others on any part or parts of the Ludhina-Dhuri-Jakhal Railway or the lands or works belonging thereto and to erect place maintain make do and execute thereon all such buildings machinery works appliances acts and things as the Secretary of State shall consider necessary or proper in relation to the construction maintenance use and working of the said electric telegraphs. The Secretary of State shall be exclusively entitled to the possession of all buildings machinery works and appliances erected or brought by him under the powers conferred on him by this clause on the Ludhiana-Dhuri-Jakhal Railway or on any land or works belonging thereto. The North Western Railway shall in accordance with the rules in force for the time being on State Railways at all times furnish the Secretary of State with such free passes over the Ludhiana-Dhuri-Jakhal Railway or any parts thereof as he shall require for persons employed by him in or about or in connection with the construction maintenance working or inspection of the electric telegraphs mentioned in this clause or any building machinery works or appliances appertaining thereto.

30. The Secretary of State shall from time to time allow the North Western Railway to have the exclusive use of any such electric telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the North Western Railway for the purpose of safely or efficiently working the Ludhiana-Dhuri-Jakhal Railway or any part or parts thereof. The Secretary of State shall maintain and keep in good repair and in good working condition the electric telegraphs and telegraphic appliances of which the North Western Railway shall for the time being be allowed to have the use.

31. The North Western Railway shall from time to time upon demand by the Telegraph Department of the Secretary of State transfer to the credit of that Department the amount which shall from time to time be due for rent maintenance and inspection of the electric telegraphs and telegraphic appliances of which the Secretary of State shall from time to time under the last preceding clause have allowed to the North Western Railway the exclusive use such charges being calculated according to the rules for the time being in force for State Railway telegraphs.

32. The North Western Railway shall in relation to any electric telegraph or telegraphic appliances of which under Clause 30 of this agreement it shall for the time being be allowed to have the use observe the rules applicable to telegraphs and telegraphic appliances which shall for the time being be in force in the case of State Railway telegraphs.

33. All correspondence connected with the construction maintenance and working of the Ludhiana-Dhuri-Jakhal Railway under any of the clauses of this agreement shall so far as the questions affecting principles and important matters are concerned be conducted between the Manager North Western Railway for the time being and the Maler Kotla and Jhind Darbars through the medium of the Secretary to the Government of the Punjab in the Public Works Department but in ordinary matters the Maler Kotla and Jhind Darbars shall if they desire to do so correspond with the Manager North Western Railway direct through their own officials.

34. The Maler Kotla and Jhind Darbars shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this agreement.

35. If there shall be any breach (whether by act or commission or default) on the part of the North Western Railway or of the Maler Kotla and Jhind Darbars of any of the stipulations or provisions of this agreement performed or observed and the North Western Railway or the Maler Kotla and Jhind Darbars respectively shall fail to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Maler Kotla and Jhind Darbars or the North Western Railway respectively by the Secretary of State the Secretary of State may on or at any time after the expiration of the six calendar months aforesaid determine this agreement by giving to the North Western Railway or the Maler Kotla and Jhind Darbars as the case may be notice in writing of such determination.

36. Upon the determination of this agreement under either of the two Clauses 5 or 35 or by effluxion of time the North Western Railway shall give to the Maler Kotla and Jhind Darbars possession of the Ludhiana-Dhuri-Jakhal Railway in good working and efficient order together with the land plant machinery and equipment belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract and all plans books survey sections printings writings and documents whatsoever in any wise connected with the Ludhiana-Dhuri-Jakhal Railway and all other property (if any) belonging or appertaining thereto and shall pay to the Maler Kotla and Jhind Darbars all moneys in the possession of the North Western Railway on account of the Ludhiana-Dhuri-Jakhal Railway. And after such possession shall have been given and after all moneys which under this agreement shall have become payable to the Maler Kotla and Jhind Darbars shall have been duly paid the Maler Kotla and Jhind Darbars shall be bound to indemnify the North Western Railway its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Ludhiana-Dhuri-Jakhal Railway and which shall be then subsisting.

37. Upon the determination of this agreement the working stores appertaining to the Ludhiana-Dhuri-Jakhal Railway which may have been provided by the North Western Railway shall if the North Western Railway so desire be taken over by the Maler Kotla and Jhind Darbars at a valuation to be determined by mutual agreement or if necessary by arbitration.

38. In the event of any difference of opinion arising upon any of the terms of this agreement between the Maler Kotla and Jhind Darbars and the North Western Railway the matter shall be referred through the Punjab Government to the Government of India whose decision shall be final and binding on all parties.

IN WITNESS WHEREOF the said parties have hereunto set their respective hands and seals the day and year herein below entered opposite their name respectively.

Signed sealed and delivered by—

MUNSHI CHANDU LALL,

Foreign Minister, Jhind Darbar this fourth day of August 1899.

Countersigned by—

RAJAH RANBIR SINGH

of Jhind this fifth day of August 1899.

AMIRUDDEEN,

Superintendent, Maler Kotla Darbar this tenth day of August 1899.

Signed sealed and delivered by—

F. R. UPCOTT,

Secretary to the Government of India, Public Works Department, acting under the orders of the Government on behalf of the Secretary of State for India in Council this sixth day of September 1899.

Witnesses to signature—

R. P. STARES, Capt.,

Adjutant, 2nd P. V. R. C.

THOS. FERN,

Registrar, Govt. of India, P. W. D.

No. L.

AGREEMENT entered into by the JIND STATE regarding the CESSION of JURISDICTION on that PORTION of the REWARI-FEROZEPORE RAILWAY which lies within the JIND STATE,—1900.

I, the Raja of Jind State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Ferozepore Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

RANBIR SINGH,
Raja of Jind.

MUSSOORI;
The 13th July 1900.

No. LI.

AGREEMENT entered into by the JIND STATE regarding the CESSION of JURISDICTION on that PORTION of the SOUTHERN PUNJAB RAILWAY which lies within the JIND STATE,—1900.

I, the Raja of Jind State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Southern Punjab Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

RANBIR SINGH,
Raja of Jind.

MUSSOORI:
The 13th July 1900.

No. LII.

AGREEMENT entered into by the JIND STATE regarding the CESSION of JURISDICTION on that PORTION OF THE LUDHIANA-DHURI-JAKHAL RAILWAY which lies within the JIND STATE,—1900.

I, the Raja of Jind State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Ludhiana-Dhuri-Jakhal Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

RANBIR SINGH,
Raja of Jind.

22nd December 1900.

No. LIII.

SANAD granted to HIS HIGHNESS FARZAND-I-DILBAND RASIKH-UL-ITIKAD DAULAT-I-INGLISHIA RAJA-I-RAJAGAN RAJA SIR RANBIR SINGH BAHADUR, K.C.S.I. of JIND,—1911.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

DELHI ; HARDINGE OF PENSHURST,

The 12th December 1911. *Governor-General of India.*

No. LIV.

DEED executed by HIS HIGHNESS the MAHARAJA of JIND ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the JIND-PANIPAT RAILWAY,—1916.

I, the Maharaja of Jind State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Jind-Panipat Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

JIND ; RANBIR SINGH,

Dated the 5th February 1916. *Maharaja of Jind.*

No. LV.

SANAD granted to LIEUTENANT-COLONEL HIS HIGHNESS FARZAND-I-DILBAND RASIKH-UL-ITIKAD DAULAT-I-INGLISHIA RAJA-I-RAJAGAN MAHARAJA SIR RANBIR SINGH BAHADUR, G.C.I.E., K.C.S.I., of JIND,—1918.

I hereby confer upon you the title of Rajendra Bahadur as an hereditary distinction.

DELHI ; CHELMSFORD,

The 1st January 1918. *Viceroy and Governor General of India.*

No. LVI.

SUPPLEMENTARY AGREEMENT between the SECRETARY of STATE for INDIA in COUNCIL and the JIND and MALERKOTLA DARBARS for the working of the LUDHIANA-DHURI-JAKHAL RAILWAY,—1923.

This Indenture made the seventh day of December one thousand nine hundred and twenty-three between the Secretary of State for India in Council of the one part and the Jhind and Malerkotla Darbars of the other part and supplemental to an Indenture, dated the sixth day of September one thousand eight hundred and ninety-nine and made between the parties hereto (hereinafter referred to as the **Principal Indenture)**:

Witnesseth and it is hereby agreed and declared between the parties hereto as follows :—

1. The Principal Indenture shall read as if the words " Jhind and Malerkotla " were substituted for the words " Malerkotla and Jhind " wherever the said words occur therein.

2. Clause II of the Principal Indenture shall read as if at the end thereof were added the words " in the proportion of four-fifths and one-fifth respectively. All expenditure on petty new works estimated to cost not more than Rs. 1,000 (one thousand) and which do not form a part of a general scheme or of a large project shall, however, be defrayed by the Secretary of State from the share of the gross receipts derived from the working of the Ludhiana-Dhuri-Jakhal Railway, which are retained to cover the cost of working and managing the said Railway, but the total expenditure incurred by the Secretary of State during any financial year on such works shall not exceed Rs. 30 (thirty) only per mile of the Ludhiana-Dhuri-Jakhal Railway."

3. Clause 27 of the Principal Indenture shall read as if at the end thereof were added the words " after the 1st day of January 1913 fifty-two per cent. only shall be deducted from the gross receipts of the Ludhiana-Dhuri-Jakhal Railway by the North Western Railway to cover the cost of working the Ludhiana-Dhuri-Jakhal Railway and the balance after making this deduction of fifty-two per cent. shall be paid to the Jhind and Malerkotla Darbars."

In witness whereof Sydney Charles Tomkins, Secretary to the Railway Board-by the order and direction of the Governor-General of India in Council acting in the premises for and on behalf of the Secretary of State for India in Council, and Dr. Behari Lal Dhingra, Chief Minister, Jhind Darbar, and Khan Bahadur Syed Abdullah, B.A., Chief Secretary, Malerkotla Darbar, have hereunto set their hands and seals the day and year first above written.

Signed by S. TOMKINS, Secretary to the Railway Board, by the order and direction of the Governor-General of India in Council acting in the premises for and on behalf of the Secretary of State for India in Council, in the presence of T. M. SEN, Stenographer to the Secretary, Railway Board.

Signed, sealed and delivered by BEHARI LAL DHINGRA, Chief Minister, Jhind Darbar, in the presence of HAZARI LAL, Political Secretary.

Signed, sealed and delivered by SYED ABDULLAH, Chief Secretary of Malerkotla Darbar, in the presence of M. HAYAT KHAN, Foreign Secretary.

No. LVII.

AGREEMENT between the SECRETARY of STATE FOR INDIA and the JIND DARBAR for the working and construction of the JIND-PANIPAT RAILWAY,—1924.

This Indenture made the 2nd day of September 1924 between the Secretary of State for India in Council (hereinafter called the Secretary of State) of the one part and the Jind Durbar (hereinafter called the Durbar) of the other part. Whereas a line of railway (hereinafter referred to as the Jind-Panipat railway) has been constructed from the station of the Delhi-Umballa-Kalka Railway Company at Panipat to the Jind Junction Station of the Southern Punjab Railway Company, Limited which station is about two miles from the City of Jind and the Railway so constructed has a newly constructed station at the City of Jind. And whereas it has been agreed between the Delhi-Umballa-Kalka Railway Company, Limited and the Southern Punjab Railway Company, Limited, with the approval of the Secretary of State that so much of the Jind-Panipat railway as lies between the Jind Junction Station and the distant signal on the Panipat side of the newly constructed Jind City Station together with the last-mentioned station should be constructed by the Southern Punjab Railway Company, Limited and worked by the North Western Railway administration and that the remainder of the Jind-Panipat Railway (hereinafter referred to as the New Railway) should be constructed by the Delhi-Umballa-Kalka Railway Company, Limited and worked by the East Indian Railway administration or by some other railway administration to be selected by the Secretary of State. And whereas it has been further agreed between the Jind Darbar and the Delhi-Umballa-Kalka Railway Company, Limited with the approval of the Secretary of State, that so much of the New railway as lies between the distant signal on the Panipat side of the newly constructed Jind City Station and the frontier of the Jind State territory (which portion of the New railway is hereinafter referred to as the Durbar railway) should be constructed from funds supplied by the Jind Durbar and worked as aforesaid. Now this Indenture witnesseth and it is hereby agreed and declared as follows :—

Construction.

1. The Durbar railway shall be a single line of the 5 feet 6 inches gauge lying between the distant signal on the Panipat side of the new station constructed by the Southern Punjab Railway Company, Limited at the City of Jind and the frontier of Jind State territory, and shall as regards permanent way, station accommodation and other works, their situation and dimensions, and general structural character, be constructed with all reasonable despatch and made ready and fit for opening for public traffic, by the Delhi-Umballa-Kalka Railway Company, Limited on behalf of the Secretary of State on a route to be determined by him, according to plans and specifications to be approved by him and, in all respects, to his satisfaction.

Land.

2. The area of land required in Jind State territory for the Durbar railway, whether during or after construction, shall be provided free of cost to the Delhi-

Umballa-Kalka Railway Company Limited on behalf of the Secretary of State by the Durbar, who shall allow the Delhi-Umballa-Kalka Railway Company Limited or the working agency of the New railway for the time being, possession of the land so provided during the continuance of this agreement. Any land so provided the possession of which shall have become unnecessary for any of the purposes of this agreement shall, as soon as practicable, be relinquished to the Durbar by the Secretary of State.

Provision of funds.

3. The moneys which shall be required to defray capital expenditure sanctioned by the Secretary of State for the purpose of the construction of any portion of the Durbar railway lying within the Jind State territory shall be supplied to the Delhi-Umballa-Kalka Railway Company Limited on behalf of the Secretary of State by the Jind Durbar. If any question shall arise as to the apportionment of any expenses incurred in relation to the New railway as a whole or to any part thereof lying either within British territory or within the Jind State territory whether in respect of the original construction thereof or otherwise, such question shall be decided by the Secretary of State whose decision shall be final.

4. The Durbar agrees that the section of the Jind-Panipat railway from the station of the Delhi-Umballa-Kalka Railway Company Limited at Panipat to the frontier of Jind State territory up to the Durbar railway shall be constructed by the Delhi-Umballa-Kalka Railway Company Limited from the funds supplied by the Delhi-Umballa-Kalka Railway Company Limited and that the section from the distant signal on the Panipat side of the Jind City station newly constructed by the Southern Punjab Railway Company to the Jind Junction station of the Southern Punjab Railway Company Limited shall be constructed, worked and maintained by the North Western Railway solely as a line and station of the Southern Punjab Railway Company Limited (which shall provide the capital necessary) with running powers over that section for the coaching traffic of the New railway.

5. The Durbar shall supply to the Delhi-Umballa-Kalka Railway Company Limited on behalf of the Secretary of State the funds required for building a Locomotive yard and the consequent necessary staff quarters (including watering arrangements) at the newly constructed station at the City of Jind.

Payment of Interest out of Capital.

6. The Durbar shall not be allowed any interest for the capital provided by it during the period of the construction of the Durbar railway.

Telegraphs.

7. The Durbar agrees to the Secretary of State constructing from time to time such electric telegraphs, telephones, and telegraphic appliances as he shall think fit along or upon the Durbar railway, or any part or parts thereof, or any lands or works belonging thereto and maintaining and working the said electric telegraphs, telephones, and telegraphic appliances as he shall think fit, and erect-

ing, maintaining, making, doing, executing on the Durbar railway or on any lands or works belonging thereto all such buildings, machinery, works, acts, and things as he shall consider necessary or proper in relation to the construction, maintenance, use and working of the said electric telegraphs, telephones and telegraphic appliances. The Secretary of State shall be exclusively entitled to the possession of all buildings, machinery, works and appliances erected or brought by him under the powers conferred on him by this clause on the Durbar railway or on any land or works belonging thereto.

Police.

8. The Durbar shall provide and maintain, at the exclusive cost of the Durbar such a force of Durbar police as, in the opinion of the Secretary of State, shall, from time to time, be required for the protection of so much of the Durbar railway as shall for the time being be under construction. The cost of providing and maintaining such police shall be taken to be as from time to time sanctioned by the Secretary of State and shall from time to time be paid from the capital funds of the Durbar railway.

Handing over railway to Secretary of State and Working thereof.

9. The Secretary of State shall be the sole judge as to the standard of construction and maintenance required on the Durbar railway and when an inspecting officer of Government shall have certified that the railway has been constructed in accordance with the provisions herein contained and is ready and fit for the conveyance of passengers and goods a specification shall be prepared describing in detail the nature and quality of the Durbar railway and the works thereon and setting out also the accounts showing the amount of capital money expended. After the specification and accounts have been approved by him, the Secretary of State shall open the Durbar railway for public traffic and, until the determination of this agreement, work and maintain the same through the agency of the East Indian Railway Company or through the agency of some other railway company to be selected by him or through State agency on the terms and subject to the provisions hereinafter expressed.

Accounts to be kept by the Secretary of State.

10. The Secretary of State shall keep a separate Capital account showing the amount of capital money expended in respect of the Durbar railway including the Locomotive yard at Jind City Station.

In the Capital accounts shall also be entered all such of the expenditure and receipts by or on behalf of the Secretary of State in respect of the general undertaking contemplated by these presents as are properly attributable to Capital. In any case where any question may or might arise as to whether any expenditure in connection with the Durbar railway is to be treated in whole or in part as a charge on Capital or how the same is to be dealt with the question shall be determined in accordance with the general principles obtaining on Indian State railways.

The Secretary of State shall also keep or cause to be kept a distinct and separate account of the gross receipts derived from the working of the Durbar railway or of such part or parts thereof as shall for the time being be open for public traffic. Such accounts shall be made up yearly up to the 31st day of March in each year and a summary thereof shall be rendered to the Durbar, within three calendar months therefrom. The Secretary of State shall also cause to be kept such subsidiary accounts and vouchers as shall be proper and sufficient for the preparation and verification of the accounts aforesaid, which shall be open at all reasonable times to inspection by the Durbar. Every summary of account with respect to which, or to the accounts on which it is based, no written requisition for verification shall have been delivered to the Secretary of State within three calendar months after the receipt by the Durbar of the said summary, shall be deemed to be conclusively settled between, and shall be binding upon, the parties, except that if and whenever any error shall be discovered in any summary or account such error shall be rectified and allowed for in the account for the year in which the error shall be discovered or for any subsequent year.

Application of receipts.

11. The Secretary of State shall work the Durbar railway either through the agency of the East Indian Railway Company or through the agency of some other railway company selected by him or through State agency for 48 p.c. of the gross earnings of the New railway which percentage shall be received by the Secretary of State in full satisfaction and remuneration for the use of all necessary rolling stock and machinery (other than fixed machinery) and for working, managing and (except as herein otherwise provided) fully and efficiently maintaining renewing and upholding the Durbar railway and railway stations and works thereon and appurtenant thereto.

12. The net earnings of the New railway, that is, the earnings which remain after meeting the working agency's charges, shall be divided between the Secretary of State on behalf of the Delhi-Umballa-Kalka Railway Company Limited and the Durbar in the following proportion (subject to the deduction of any money that may be payable by the Durbar to the Secretary of State in respect of the Durbar railway), *viz.*, the fraction which shall bear to unity the same proportion as the capital expenditure on the portion of the railway lying within British territory shall bear to the capital expenditure on the whole of the New railway, shall be paid to the Secretary of State on behalf of the Delhi-Umballa-Kalka Railway Company Limited and the balance shall be paid to the Durbar. The cost of land and the expenditure on junction works at Panipat and Jind City respectively, other than the expenditure on the Locomotive yard at Jind City and the consequent necessary staff quarters (including watering arrangements) shall not be reckoned as part of the said capital expenditure.

Maintenance by the Durbar.

13. For a period of twelve calendar months after the date of the opening of the Durbar railway or any part thereof for public traffic the Durbar railway or the part so opened shall be maintained and kept in good repair and good order and

condition to the satisfaction of the Secretary of State at the cost exclusively of the Durbar.

Alterations, Improvements and Additions.

14. The Secretary of State may from time to time give notice in writing to the Durbar specifying in detail, any reasonable alteration, improvement or addition which may in his opinion be required to be made in or to any part of the Durbar railway or any of the stations and works thereof other than petty works not exceeding in cost Rs. 1,000 belonging thereto, either for the safety of passengers or of the public or for meeting the development of traffic on the Durbar railway or for the effectual working of the same or otherwise. Such notice shall also in general terms describe the works to be executed for the purpose of effecting the same and state approximately the amount which such works are expected to cost. On receiving any notice under this section, the Durbar shall, with all reasonable speed, provide the Secretary of State with all money required for the execution and completion thereof, in accordance with the terms herein contained for the provision of funds by the Durbar.

Rates and Fares and Tolls.

15. The rates and fares for the carriage of goods and passengers and tolls over the Durbar railway shall be such as may from time to time be agreed upon between the Secretary of State and the working agency for the time being, such fares and rates being not greater than the maximum nor less than the minimum rates and fares in force from time to time on the main line of the working agency.

16. The Durbar shall accept such terms, and conditions as the Secretary of State may, from time to time, consider it necessary to impose in connection with the routing and rating of competitive traffic to and from Jind Junction, Jind City or any other station of the Jind-Panipat railway.

Miscellaneous.

17. The Durbar shall accept such terms and conditions as the Secretary of State may, from time to time, consider it necessary to impose for the joint use of Jind City Station, for the working of the Jind City-Jind Junction section, or for the exercise by the New railway of running powers over the Jind City-Jind Junction section.

18. The Secretary of State shall be responsible for all accidents and for loss and damage of every kind (including claims for lost or damaged goods) that shall occur upon the Durbar railway, except accidents, loss or damage caused by any extraordinary casualty not due to defects in the construction or the maintenance or the working of the Durbar railway by the Secretary of State. In the event of any of the permanent works such as bridges, stations, buildings or other works upon the Durbar railway being damaged from causes beyond the control of the Secretary of State or in the event of any extraordinary casualty occurring such damage or casualty shall be deemed to be exceptional and the cost of any construction or replacement necessitated thereby shall be charged to Capital or Revenue or divided between them as may be deemed by the Secretary of State proper according to the circumstances of the case.

19. No claim shall be made upon the Secretary of State by the Durbar for compensation in respect of the prejudicial effect upon the Durbar railway or the profits thereof of any Act of the Indian Legislature of general applicability for the time being in force and the Durbar shall be subject to the provisions of every such Act.

20. Any notice, determination, decision or other direction to be given or signified on the part of the Secretary of State for any of the purposes of or in relation to these presents shall be sufficient and binding if in writing signed by the Secretary of State or one of his Under Secretaries, or by a Secretary of the Government of India or by any other officer or servant authorised to act on behalf of the Secretary of State.

21. In any case not herein expressly provided for, the Durbar shall indemnify the Secretary of State against any pecuniary liability which he may incur in respect of the construction, or improvement of the Durbar railway or the maintenance or working thereof, under these presents.

22. The Secretary of State agrees that a special train or trains for the use of the Durbar shall be run over the New railway or a part thereof free of cost up to a total distance of 87 miles in any one year and in addition the saloon of His Highness the Maharaja of Jind shall be hauled at all times when required free of cost over the New railway.

23. This Indenture shall take effect as if it has been dated and came into force on the 1st day of October 1915 and shall remain in force, subject to any revision from time to time agreed upon between the parties hereto, until it is determined by either party giving to the other twelve calendar months previous notice in writing of his or their intention to determine the same.

In Witness whereof Percy Hamilton Maflin, Secretary to the Railway Board, by the order and direction of the Governor-General of India in Council acting in the premises for and on behalf of the Secretary of State for India in Council and Dr. Behari Lal Dhingra, C.I.E., Chief Minister, Jind Durbar, have hereunto set their hands and seals the day and year first above written.

Signed by Percy Hamilton Maflin, Secretary to the Railway Board by the order and direction of the Governor-General of India in Council acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

N. L. CHATTERJEE,
Stenographer, Railway Board.

P. H. MAFLIN.

Signed, sealed and delivered by Behari Lal Dhingra, Chief Minister, Jind Durbar, in the presence of

HAZARI LAL,
Political Secretary, Jind State.

BEHARI LAL DHINGRA.

No. LVIII.

AGREEMENT between the SECRETARY of STATE for INDIA in COUNCIL and the JIND DARBAR for the provision by the NORTH WESTERN RAILWAY ADMINISTRATION of a MASONRY TANK at SANGRUR Station for the reception and storage of LIQUID FUEL OIL in bulk by the JIND STATE,—1928.

Memorandum of Agreement made this fourteenth day of February 1928, between the Secretary of State for India in Council, through the Agent, North Western Railway (hereinafter called the Administration) of the one part and the Jind Durbar (hereinafter called the Licensees) of the other part whereby it is agreed as follows :—

1. The Licensees shall have the use of the piece of land at Sangrur Railway Station measuring 1680 sq. ft. and coloured pink in plan No. 90/1924 FZR attached,* for the purpose of maintaining thereon a masonry tank which has since been constructed by the Railway Administration at the cost of the Licensees for the reception and storage of liquid fuel oil (having a flash point at or about 100 ft.) in bulk subject to such rules, regulations and by-laws as may from time to time be made by or on behalf of the Administration or by or on behalf of any local authority in relation to the transport discharge and storage of liquid fuel oil and subject to the condition hereinafter contained.

2. The Licensees shall not transfer or sub-let the privileges in Clause I herein mentioned without the consent in writing of the said Agent.

3. The Licensees shall, in particular, strictly observe the following rules :—

   (i) That no discharging of oil takes place between sunset and sunrise.

   (ii) That no smoking is allowed, or lights permitted in the vicinity during discharging operations.

4. The Licensees shall have the use of the Railway siding adjacent to their masonry tank for unloading liquid fuel oil and the following charges will be made by the Railway for the use of this siding for placing and removing every wagon whether loaded or empty in either direction :—

   (i) Per four wheeled wagon Re. one.

   (ii) Per six wheeled wagon Rs. one and annas eight

   (iii) Per eight wheeled wagon Rs. two.

5. The Licensees shall not use the siding or cause or permit the same to be used, for any purpose whatsoever other than that indicated in Clause 4 above. The Licensees shall make their own arrangements for emptying wagons.

* Not reproduced.

6. (*a*) The Licensees shall, during the continuance of this agreement, observe and comply with all rules, regulations, or orders regulating or relating to the transport, storage or other treatment of liquid fuel oil, made by the Government of India, or any local Government, and for the time being in force.

(*b*) The Licensees shall during the continuance of this agreement observe and comply with all rules, regulations and bye-laws regulating the transport, storage or other treatment of liquid fuel oil made by the Local Municipality or other Local Authority within the local limits of whose jurisdiction the whole or any part of the siding is situated and for the time being in force, or at any time required by such Municipality or other authority to be observed.

(*c*) The rules, regulations, orders and bye-laws specified in sub-clause (*a*) and sub-clause (*b*) of this clause shall be observed and complied with by the Licensees whether the same are by the enactments under which they are made to be observed and complied with by the Agent as the owner of the siding and the carriers of the oil or by the Licensees as the lessees of the siding and owners of the oil.

(*d*) In the event of the Licensees or other agents or servants committing any breach of any of the said rules, regulations, orders or bye-laws, as aforesaid, or causing or permitting any such breach and of any penalty, being imposed or proceedings taken by reason or in respect of any such breach, the Licensees shall forthwith indemnify the Agent in respect of such penalty so incurred and of the expenses of any such proceedings so taken and of all expenses in any way relating thereto or connected therewith.

7. No sale of liquid fuel oil shall take place at the depot within Railway limits.

8. The Licensees, their agents and servants, shall during the continuance of this agreement, observe and comply with all rules, regulations, bye-laws and orders made under the Indian Railways Act or in pursuance of any of the provisions thereof for the time being in force, or prescribed by the Agent regulating or in any way relating to the use and management or working of the said siding.

9. The said privileges in clause 1 herein mentioned are granted on the express understanding that either party may be at liberty to determine this license by giving to the other of them at any time three calendar months' notice in writing and such privileges may be so determined by the Administration without any claim for compensation whatever on the part of the Licensees and on the expiration of such notice the Licensees shall discontinue to use and shall yield up to the Administration the said land together with all such tanks,

buildings, works and conveniences of the Licensees thereon as the Administration shall elect to purchase as hereinafter mentioned.

Upon such notice of determination being given as aforesaid the Licensees shall have the option of offering for sale to the Administration all or any of the tanks, buildings, works and conveniences of the Licensees upon the said land at a price equal to the actual cost of construction thereof less a reasonable amount for depreciation as may be mutually agreed upon.

Such of the said tanks, buildings, works and conveniences as the Licensees shall not offer to sell to the Administration or the Administration shall not elect to purchase shall be pulled down and removed from the said land by the Licensees at the Licensees' own expense within two calendar months after the determination of this license and the Licensees shall within the period last aforesaid at the Licensees' own expense restore to its former condition the land forming the site thereof, and if default shall be made herein the Administration may after the expiry of the said period carry out so much of the pulling down, removal and restoration as the Licensees shall fail to complete, and may sell any materials and things so removed to recover expenses incurred therein and the balance if any shall be paid by the Licensees to the Administration on demand. The Licensees shall have no claim whatsoever in this respect and shall only be entitled to the sale proceeds less all expenses incurred by the Administration incidental to the pulling down or removal of such material or to the sale thereof.

10. The Licensees shall also hold the Agent harmless and indemnified from and against all losses and damages, cost, charges and expenses claims and demands whatsoever to which the North Western Railway may become subject or liable, either in respect of their own property or of the property belonging to third parties in the custody of the Agent and occasioned by the explosion, burning or leakage of the Licensees' oil before removal from the siding and shall make full compensation to the Agent for all losses or damage sustained by him, or for which he may be liable as aforesaid.

11. All letters, notices, demands and other communications intended for the Licensees shall be addressed and delivered to the Political Secretary, Jind State, and for all legal purposes whatsoever such letters and notices, etc., shall be deemed to have been validly and effectively delivered to the Licensees.

12. The free time allowed to the Licensees on wagons, and the demurrage charges leviable will be governed by the rules issued from time to time in Goods Tariff Book of the Railway Administration.

13. The Licensees will be held responsible for any damages which the wagons may sustain during the period they remain under their charge.

IN WITNESS WHEREOF the parties respectively to this Agreement have hereunto subscribed their names on the dates and at the places hereinafter specified.

Signed at Lahore on 23rd March 1928 by J. Mackinnon, Esquire, Deputy Agent of the North Western Railway acting for and on behalf of the Secretary of State for India in Council by the orders of the Governor-General of India in Council.

J. MACKINNON,
Dy. Agent,
North Western
Railway.

Signed by Dr. Behari Lal Dhingra, C.I.E., for and on behalf of Jind State at Sangrur in the presence of :—

BEHARI LAL DHINGRA,
Chief Minister, Jind State.

Dated 14th February 1928.

Witnesses :—

1. BRAHMA NAND,
Political Secretary, Jind State.

2. ANAND SWARUP,
Offg. Accountant General, Jind State.

No. LIX.

REQUESTS on the part of the RAJAH JESWUNT SING of NABHA and the GOVERNOR GENERAL'S replies,—1810.

Requests.	*Answers.*
1st.—That Tribute and Nuzzerana be remitted.	Agreeably to the Proclamation issued by Lieutenant-Colonel Ochterlony in 1809 which declares that the Country of the Chiefs of Malwa and Sirhind comprehended between the Sutludge and Jumna Rivers shall be exempted from all pecuniary tribute to the British Government, no tribute or Nuzzerana will ever be demanded.
2ndly.—That under the auspices of one Honourable Company my power and authority in my own territories shall continue to be exercised by me according to established usage.	Rajah Jeswunt Sing of Nowba shall continue to exercise the same power and authority within the limits of his own territory which he has enjoyed since he has been received under the protection of the British Government.

3rdly.—That under the protection and with the support of the British Government, I shall continue to hold possession of my Country, as I have held it from the first to the present time, unmolested by any one.

Rajah Jeswunt Sing shall continue in the occupation of all the lands which he possessed at the period of the last expedition of the Rajah of Lahore across the Sutludge.

4thly.—With respect to the grant of a Jaggeer such as was conferred on my Brethren by Lord Lake after his Lordship's return to Delhi in reward of their services during the contest with Holkar, I hope that Government will now manifest its favour and liberality towards me, as I was prevented by indisposition from attending his Lordship at the same time with the other chiefs.

The Governor-General refers Rajah Jeswunt Singh to the letter which was addressed to him by Lieutenant-Colonel Ochterlony on the 6th of February 1809, as containing his Lorship's sentiments on the subject of this request.

5thly.—The British Government is my asylum. I am hopeful, therefore, that the circumstances of my sincere attachment and devotion will be viewed with a favourable eye.

The British Government considers Rajah Jeswunt Sing to be among the number of its faithful friends and well-wishers, and he may rely with confidence on the continuance of its favour and protection so long as his conduct shall continue to be regulated by the principles of attachment and obedience

---

No. LX.

TRANSLATION of a Sanad regarding possession of territory granted to the RAJAH OF NABHA by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA, dated 5th May 1860.

Whereas since the day of the rise of the sun of the overlasting British Empire and supremacy in this country of India, the acts of loyalty and devotion to Government of Farzand-Arjumand-i-Akidat Paiwand-i-Daulat-i-Inglisia Barar-bans, Sirmor Raja Bharpur Singh Malwindar Bahadur and Raja Jaswant Singh Sahib grandfather of the said Raja Sahib were in former times fully conspicuous, particularly in the year 1857, A.D., during the days of the insurrection and mutiny of wretched persons when the Raja Sahib Bahadur rendered and displayed worthy and conspicuous services which surpassed his previous achievement. Therefore, in recognition of such approved services, the powerful British Government, by way of Royal favour and kindness, has conferred on the Raja Sahib Malwindar Bahadur some territory and additional title for generation after generation and descendant after descendant. The Raja Sahib Bahadur has applied for a renewal of the *Sanad* regarding his ancestral territory as well as that granted to him by

the powerful Government. In view of this His Excellency the Viceroy and Governor-General is pleased to approve of the grant of the present *Sanad* by way of treaty with the conditions entered below as a memorable document :—

CLAUSE I.

According to the list annexed to this Sanad, the Raja Sahib Bahadur and his successors will, in the present and future time, exercise sovereignty, with peace of mind and in perfect security, in accordance with ancient custom, over his ancestral possessions and the dominions bestowed on him by the British Government and consider the territory granted to him by the British Government in recognition of his good services as his ancestral territory with all powers and rights, internal and external. All powers great and small, administrative and criminal and in respect of the produce of revenue, etc., will, as heretofore, remain permanently vested in the power and control of the Raja Sahib Malwindar Bahadur and his successors generation after generation and descendant after descendant in present and in future for ever and in perpetuity ; and (his) brothers, Zaildars, Chaharumians (persons entitled to a fourth share), feudatories, Jagirdars and dependants will, according to old custom, obey the orders and commands of the Raja Sahib Bahadur and his successors.

CLAUSE II.

The powerful British Government will not demand or exact anything on account of *nazarana*, land revenue, administrative or criminal cesses, compensation on account of troops, etc., or on any other plea whatever, in the present or future, from the Raja Sahib Malwindar Bahadur, his successors, dependants, brothers, Zaildars, Jagirdars, Chaharumians or feudatories except as provided in Clause III.

CLAUSE III.

As an additional Royal Favour and having regard to the loyalty and devotion of the Raja Sahib Bahadur the powerful Government desires that this territory should always remain under the sovereignty of this family. Therefore, the power of adoption is granted for ever to the said Raja Sahib and his successors so that in case there is no lineal descendant, they may, for the purpose of perpetuating the line of Chiefship, adopt a successor, according to their own choice from among the descendants of the Phulkian family. The powerful Government cordially accepts and agrees to this. The powerful Government also grants permission that in case, may God forbid, the Raja on the masnad should suddenly die, without leaving a lineal descendant or an adopted successor, the Maharaja Sahib of Patiala and the Raja Sahib of Jind in concert with the Commissioner Sahib Bahadur, may select a successor from among the Phulkian family and place him on the masnad. In that case nazarana to the extent of one-third of the income of the State for one year will be paid into the treasury of the British Government by the Nabha State.

CLAUSE IV.

Formerly regarding the infliction of capital punishment, etc., a reference to the Commissioner Sahib Bahadur used to be made. Now this practice has been stopped, and in future full authority for inflicting capital punishment, etc., in his own territory according to the old custom is granted in perpetuity to Raja Sahib Malwindar Bahadur and his successors. Similarly with regard to punishing subjects of the powerful British Government committing crime and apprehended in the territory of the Nabha State. The Raja Sahib Bahadur and his successors are granted power in accordance with the provisions of the despatch No. 3, dated 1st June 1836, from the Hon'ble Court of Directors at the Capital, London. The Raja Sahib Bahadur will exert himself by every possible means in promoting the welfare of his people and the happiness of his subjects and redressing the grievances of the oppressed and injured in the proper way. He will prevent in his territory female infanticide, *Sati* and slavery, which are opposed to the principles of justice and equity towards the people. In the event of any person at any time committing the above-mentioned prohibited crimes without the knowledge of the officials of the Raja Sahib Bahadur, the latter will inflict deterrent punishment on him.

CLAUSE V.

The Raja Sahib and his successors will never fail in their faithful and devoted obedience to the Empress, Queen of England, and her successors.

CLAUSE VI.

If at any time any hostile troops with mischievous intention should appear in his neighbourhood from any side or direction the Raja Sahib Bahadur will along with his existing force sincerely and loyally co-operate with the English in repelling them in accordance with past practice. He will exert himself, to the utmost of his resources, in providing supplies, grains, etc., and transport according to the requisitions of British officers.

CLAUSE VII.

Complaints against the Raja Sahib from his subjects, Muafidars, Jaigirdars, dependants, brothers and servants, etc., will on no account be listened to by the powerful British Government.

CLAUSE VIII.

With regard to internal management and the affairs of brothers, house-hold and relatives, the rules and arrangements made by the Raja Sahib Malwindar Bahadur will always be respected and not interfered with by the powerful British Government.

CLAUSE IX.

On the occasion of the construction and repairs of roads in his territory the Raja Sahib Malwindar Bahadur will, in accordance with the written communication of the Commissioner Sahib Bahadur, arrange from his own territory, through

kardars and officials of Parganas, according to former custom, for the materials required, on payment : and at the time of the construction of a rail-road or other roads, the Raja Sahib Bahadur will concede, free of charge, land that comes under the roads in the same way as he has done for the Imperial road.

CLAUSE X.

The Raja Sahib Malwindur Bahadur will always pursue the course of obedience and loyalty to the powerful Government who will likewise continue to uphold his honour, respect, rank and dignity in the manner it is done at present.

LIST of ancestral territories of Farzand-i-Arjmand Akidat Paiwand-i-Daulat-i-Inglishia, Barar-bans, Sirmur RAJA BHARPUR SINGH MALWINDAR BAHADUR and of territory bestowed by the powerful Government, annexed to the Sanad granted by HIS EXCELLENCY EARL CANNING, Governor-General and Viceroy of Her Majesty the Queen.

Details of all Parganas, the ancestral property of the Raja Sahib Malwindar Bahadur.

Nabha Khas.
Pargana Amloh.
,, Bhadsoon.
,, Kapur Garh.
Pargana Dhunowla.
,, Phool.
,, Jeytokee.
,, Lotwadi.

Share of Bhairoopa with right of criminal jurisdiction and right over all subordinate rent-free holders residing therein.

The village belongs to (Nabha) together with the village of Kangar and Muafidars.

Share of Patiala, Malpada and Bhaddore is forty-two " Kulbas " a piece of land to cultivate which only a pair of bullocks is required.

Share of Jhind is 28 quarters of the above.

Territory granted by the powerful Government without any payment of Nazarana and with all powers and proprietory rights like those for ancestral property.

Pargana Kantee.
,, Bawal.

All the administrative and criminal powers and rights of ownerless lands, Zaildars, Jagirdars and muafidars, etc., enjoyed by the Raja Sahib Malwindar Bahadur, will be enjoyed in perpetuity by the successors of the Raja Sahib :—

The Sikhs of Sontheewala.

The Sikhs of Ram Das Logranwala.

Lodh Khuria Goomtiwala, Muafidars.

No. LXI.

TRANSLATION of a SUNNUD or GRANT of portions of the Pergunnahs of KUNOUDH and BOODWANAH, district JHUJJUR, bestowed on the RAJAH of NABHA by HIS EXCELLENCY EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL of INDIA,—1861.

Preamble.

Whereas the devotion and loyalty of the Rajah of Nabha and of his ancestor, Rajah Juswant Singh, have always been conspicuous since the establishment of British supremacy in India, His Excellency the Viceroy and Governor-General, being desirous of marking his high appreciation of these qualities, has been pleased to bestow upon the Rajah portions of Pergunnahs Kunoudh and Boodwanah, of the district of Jhujjur, containing forty-two (42) villages, according to a vernacular list annexed*, assessed at a yearly revenue of forty-seven thousand five hundred and twenty-five (Rs. 47,525), and to accept from the Rajah a nuzzuranah of nine lakhs fifty thousand and five hundred (Rs. 9,50,500). It is accordingly ordained as follows :—

ARTICLE 1.

The territories above-mentioned are conferred upon the Rajah of Nabha and his heirs for ever.

ARTICLE 2.

The Rajah and his successors will exercise the same rights, privileges and prerogatives in these newly-acquired territories as he at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

ARTICLE 3.

The Rajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations with regard to this newly-acquired territory, as were imposed on him by the terms of the Sunnud, dated 5th May 1860, relating to the Rajah's ancestral possessions.

No. LXII.

TO FURZUND ARJUMUND EKEEDUT PYEBUND DOUWLUT-I-ENGLISHA BURARBIUNS SURMOUR RAJAH BHURPORE SING MAHENDER BAHADOOR of NABHA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that on failure of

---

* Not reproduced.

natural heirs, your adoption of an heir from amongst the members of the Phoolkeean house will be gladly recognized and confirmed ; and that if at any time the Rajah of Nabha should die without male issue, and without adopting a successor, it will still be open to the Maharajah of Puttiala and the Rajah of Jheend, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family, but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Nabha State shall be paid to the British Government.

Be assured that nothing shall disturb the engagements thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

CANNING.

Dated 5th March 1862.

No. LXIII.

SANAD granted to HIS HIGHNESS FARZAND-I-ARJUMAND AKIDAT PAIWAND DAULAT-I-INGLISHIA BARAR BANS SARMUR RAJA SIR HIRA SINGH MALWANDAR BAHADUR, G.C.S.I. of NABHA,—1894.

I hereby confer upon you the title of Raja-i-Rajagan as a hereditary distinction.

SIMLA ;

The 26th May 1894.

ELGIN,

Viceroy and Governor-General of India.

No. LXIV.

AGREEMENT entered into by the NABHA STATE regarding the CESSION of JURISDICTION on that PORTION of the RAJPURA-BHATINDA RAILWAY which lies within the NABHA STATE,—1900.

I, Raja of Nabha, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the undermentioned Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

Rajpura-Bhatinda Railway.

By order,

S. WUZIR ALI,

Foreign Minister, Nabha State.

NABHA ;

The 8th July 1900.

No. LXV.

AGREEMENT entered into by the NABHA STATE regarding the CESSION of JURISDICTION on that PORTION of the REWARI-FEROZEPORE RAILWAY which lies within the NABHA STATE,—1900.

I, Raja of Nabha, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the undermentioned Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

Rewari-Ferozepore Railway.

By order,

S. WUZIR ALI,

NABHA ;

Foreign Minister, Nabha State.

The 8th July 1900.

No. LXVI.

AGREEMENT entered into by the NABHA STATE regarding the CESSION of JURISDICTION on that PORTION of the LUDHIANA-DHURI-JAKHAL RAILWAY which lies within the NABHA STATE,—1900.

I, Raja of Nabha, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the undermentioned Railway (including all lands occupied for stations, for out-buildings, and for other railway purposes and over all persons and things whatsoever within the said lands.

Ludhiana-Dhuri-Jakhal Railway.

By order,

NABHA ;

S. WUZIR ALI,

The 8th July 1900.

Foreign Minister, Nabha State.

No. LXVII.

SANAD granted to COLONEL HIS HIGHNESS FARZAND-I-ARJUMAND AKIDAT PAIWAND DAULAT-I-INGLISHIA BARAR BAND SARMUR RAJA-I-RAJAGAN RAJA SIR HIRA SINGH MALVANDAR BAHADUR, G.C.S.I., G.C.I.E., of NABHA,—1911.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

DELHI ;

HARDINGE OF PENSHURST,

The 12th December 1911.

Governor-General of India.

I X

No. LXVIII.

DEED executed by HIS HIGHNESS the MAHARAJA of NABHA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the MAIN LINE of the RAJPUTANA-MALWA RAILWAY,—1916.

I, Maharaja Ripudaman Singh, Chief of Nabha, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Main Line of Rajputana-Malwa Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

By order,

NABHA ; TIPER CHAND,

The 13th December 1916. *Joint Foreign Minister, Nabha State.*

No. LXIX.

DEED executed by HIS HIGHNESS the MAHARAJA of NABHA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the MAIN LINE of the NORTH WESTERN RAILWAY,—1916.

I, Maharaja Ripudaman Singh, Chief of Nabha, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied between Ambala and Ludhiana by the Main Line of the North Western Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

By order,

NABHA ; TIPER CHAND,

The 13th of December 1916. *Joint Foreign Minister, Nabha State.*

No. LXX.

DEED executed by the NABHA DARBAR ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the RAJPURA-BHATINDA RAILWAY,—1928.

I, J. Wilson Johnston, C.I.E., O.B.E., I.C.S., Administrator, Nabha State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the portion of Rajpura-Bhatinda Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

NABHA ; J. WILSON JOHNSTON,

The 31st March, 1928 *Administrator, Nabha State.*

Similar deeds were executed in regard to the following other railways :—

(*a*) Bhatinda-Fazilka Section of the Bombay, Baroda and Central India Railway.

(*b*) Raewind-Bhatinda Branch of the North Western Railway.

No. LXXI.

TRANSLATION of a SUNNUD granting the ESTATES of BOUNDEE and BITHOWLEE to RAJAH RUNDHEER SING BAHADOOR of KUPPOORTHULLA.

Dated 15th April 1859.

Whereas it appears from the report of the Chief Commissioner of Oudh that during the disturbances Rajah Rundheer Sing Bahadoor Ahloowalla, from loyalty to the British Government, came in person to Lucknow at the head of his troops and rendered valuable service : as a mark of satisfaction, I hereby confer upon Rajah Rundheer Sing Bahadoor the zemindaree of Boundee and Bithowlee at half revenue in istumraree tenure, on the condition that in time of difficulty and danger the Rajah shall render military and political service. It is understood that this grant confers on the Rajah only the rights enjoyed by the former proprietors of the above zemindaree, and nothing more.

A khillut of the value of Rupees 10,000 (ten thousand Rupees) is bestowed upon the Rajah.

No. LXXII.

TO FURZUND DILBUND RASEKOOL ITEHQAD RAJAH RAJEGAN RAJAH RUNDHEER SING BAHADOOR of KUPPOORTHULLA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor, according to Hindoo Law and to the customs of your race, will be recognized and confirmed.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

Dated 5th March 1862. CANNING.

No. LXXIII.

SANAD granted to HIS HIGHNESS FARZAND-I-DILBAND RASIKH-UL-ITIKAD DAULAT-I-INGLISHIA RAJA-I-RAJAGAN RAJA SIR JAGATJIT SINGH BAHADUR, K.C.S.I., of KAPURTHALA,—1911.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

DELHI; HARDINGE OF PENSHURST,

The 12th December 1911. *Governor-General of India.*

No. LXXIV.

DEED executed by HIS HIGHNESS the MAHARAJA of KAPURTHALA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the MAIN LINE of the NORTH WESTERN RAILWAY,—1912.

I, Maharaja Sir Jagatjit Singh, G.C.S.I., Chief of Kapurthala, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied between Phillaur and Beas by the Main Line of the North Western Railway (including all lands occupied for stations, for out-buildings and for other railway purposes). and over all persons and things whatsoever within the said lands.

JAGATJIT SINGH,
Maharaja of Kapurthala.

9th December 1912.

No. LXXV.

DEED executed by HIS HIGHNESS the MAHARAJA of KAPURTHALA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the JULLUNDUR-DOAB RAILWAY,—1915.

I, Maharaja Sir Jagatjit Singh Bahadur, G.C.S.I., of Kapurthala, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Jullundur-Doab Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

PARANJIT SINGH, *Ticca Sahib,*
for *His Highness the Maharaja.*

ABDUL HAMID,
Chief Secretary, Kapurthala State.

Dated the 7th May 1915.

Countersigned.
JAGATJIT SINGH,
Maharaja of Kapurthala.

No. LXXVI.

DEED executed by HIS HIGHNESS the MAHARAJA of KAPURTHALA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the PHAGWARA-RAHON RAILWAY,—1915.

I, Maharaja Sir Jagatjit Singh Bahadur, G.C.S.I., of Kapurthala, hereby cede to the British Government full and exclusive power and jurisdiction of every kind

over the lands in the said State which are, or may hereafter be, occupied by the Phagwara-Rahon Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

PARANJIT SINGH, *Ticca Sahib,*
for *His Highness the Maharaja.*

ABDUL HAMID,
Chief Secretary, Kapurthala State.

Dated the 10th May 1915.

Countersigned.

JAGATJIT SINGH,
Maharaja of Kapurthala.

No. LXXVII.

SANAD granted to HIS HIGHNESS the MAHARAJA of KAPURTHALA,—1918.

Whereas in accordance with the orders issued by the Chief Commissioner, Cis and Trans-Sutlej States in the year 1848, all sentences of death passed by the Raja of Kapurthala were referred to the Commissioner, Jullundur Division, for confirmation ; and

Whereas in the year 1902, in consideration of the efficient administration of criminal justice in the Kapurthala State, His Highness the Raja (now Maharaja) was invested with unrestricted power to pass sentences of death upon his subjects on the following conditions, namely :—

(1) that the power should apply only to subjects of the Kapurthala State,

(2) that, in the event of the Raja's absence from the State, satisfactory arrangements should be made, with the approval of the Lieutenant Governor and, if necessary, with the sanction of the Government of India, for the discharge of the responsible functions which will now be exercised by His Highness,

(3) that the privilege, which was conferred in the assurance that the judicial system in the State was efficient and that the power of passing death sentences without restriction would not be abused, should be liable to revocation, if subsequent experience proved that assurance to have been not well founded ;

And whereas, in view of the continued efficiency of the judicial system in the State and as a mark of confidence in His Highness' loyalty and in recognition of his rank and position among the Ruling Princes and Chiefs in the Punjab, it has been decided to make the privilege permanent subject to the conditions hereinbefore mentioned;

Therefore His Excellency the Viceroy and Governor-General is pleased, in token thereof, to grant this sanad to Lieutenant-Colonel His Highness Farzand-i-Dilband Rasikh-ul-Itikad Daulat-i-Inglishia, Raja-i-Rajagan, Maharaja Sir Jagatjit Singh, Bahadur, G.C.S.I., of Kapurthala and to his successors.

SIMLA ; CHELMSFORD,

The June 1918. *Viceroy and Governor-General of India.*

No. LXXVIII.

TRANSLATION of a SUNNUD granted to RAJAH FUTTEH SINGH of NAHUN, dated 21st September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government, wherefore, by order of the Governor-General, this Sunnud is granted to Rajah Futteh Singh conferring on him and his heirs for ever the lands of Sirmoor, with all the rights and appurtenances belonging thereto.

The forts of Monnee and Juggutgurh, and Doonkyardah, and the districts of Jounsar and Banwar Moolakee have been disjoined from the Raja of Sirmoor, and taken into the possession of the British Government, and the forts of Khurchuree and Hunur, with the lands attached, on the west of the Kurree Nuddee, have been annexed to the Thakooraee of Keonthul, and the forts of Ghât and Sulhur on the east of the Kurree Nuddee have been annexed to the Raj of Sirmoor.

It is proper that Futteh Singh, being grateful to the British Government for its favour, should occupy the lands granted to him, and never at any time think of laying claim to the places above enumerated, which have been disjoined from Sirmoor, and annexed partly to the British territories, and partly to the Thakooraee of Keonthul.

Further, he must not appoint a Dewan or Mutsuddees or do anything in the management of the Raj of Sirmoor without communicating and consulting with the officer who will be stationed there on the part of the British Government. He will conform to the above stipulations, and paying strict obedience to the British Government, he will, in the case of war, join, when required, the British troops with all his force, and do the part of a true ally. He will also make roads 12 feet broad throughout his territory

If he shall fail in any of the above obligations (which are again enumerated) or shall encroach on the possessions of others, he will fall under the displeasure of the British Government and will be dispossessed. He must consider this a valid instrument, and conforming to its conditions, take possession of the lands granted to him, and he must promote the welfare of his ryots and the extension of cultivation, and distribute justice, and look to the security of the roads, and not exact more from the ryots than their engagements, and, in short, make all people happy and contented.

The ryots on their part will be bound to consider Futteh Singh aforesaid as their rightful lord, and to obey him accordingly.

No. LXXIX.

SUNNUD granted to RAJAH FUTTEH PERGASS of NAHUN,—1833.

Whereas the Right Honourable the Governor-General in Council has been pleased to bestow on Futteh Pergass, Rajah of Nahun, and on his heirs and successors in perpetuity a grant of the lands, commonly called the Keardadoon, to form part of the Raj of Sirmooı ; Be it known unto all that the aforesaid lands, namely, those of Keardadoon, are given up to Futteh Pergass and his heirs and successors for ever under the following conditions :—

1st.—That Futteh Pergass and those who follow him in possession shall respect the rights of the people, and administer justice with impartiality to all, of whatever class or persuasion.

2nd.—That the said Futteh Pergass and his successors shall levy no transit or customs duties on any species of merchandize which may pass through, or be exported from, or imported into, the aforesaid lands.

3rd.—That the said Futteh Pergass and his successors shall keep in repair the roads which at present exist in the aforesaid lands, and render such further assistance in constructing and repairing new roads as the British Government may at any future period, or from time to time, think proper to direct.

4th.—That the said Futteh Pergass and his successors shall maintain a sufficient police, and erect towers at convenient distances for the protection of travellers and merchants passing through the aforesaid Keardadoon.

5th.—That the said Futteh Pergass and his successors shall, at no time, or under any pretence, levy from his subjects dues or bounties or forced contributions of any sort, usually known by the name of Roomalee Nuzzuranah and the like, or any other fines or arbitrary exactions or impositions.

Given under the seal and signature of the Right Hon'ble the Governor-General in Council, this fifth day of September 1833 A.D.

W. C. BENTINCK.

C. T. METCALFE

A. ROSS

No. LXXX.

SUNNUD granted to RAJAH SHAMSHER PARKASH of NAHUN,—1872.

Whereas in the Sunnud, bearing date the 21st September 1815, granted to Rajah Futteh Singh, of Nahun, conferring on him and his heirs for ever the land of Sirmoor, with all the rights and appurtenances belonging thereto a clause was inserted to the effect that Rajah Futteh Singh must not appoint a Dewan or Mutsuddees, or do anything in the management of the Raj of Sirmoor without communicating and consulting with the officer who will be stationed there on the part of the British Government; and whereas Rajah Shamsher Parkash, the pre-

sent Chief of Nahun, has represented that such clause as aforesaid was only inserted by reason of his ancestor Rajah Futteh Singh being, at the time of the grant of the Sunnud, a minor, a child of tender years, and that the restriction contained in such clause was removed by the Political Agent on Rajah Futteh Singh attaining his majority ; and further that no British officer is now stationed at Nahun, and has accordingly applied for the grant of a revised Sunnud from which the restrictive clause abovementioned may be excluded ; His Excellency the Viceroy and Governor-General in Council, recognizing the reasonable grounds of Rajah Shamsher Parkash's representation, has been pleased to cancel in the Sunnud, dated 21st September 1815, the following paragraph—" Further, he must not appoint a Dewan or Mutsuddees, or do anything in the management of the Raj of Sirmoor without communicating and consulting with the Officer who will be stationed there on the part of the British Government."

No. LXXXI.

SANAD granted to LIEUTENANT-COLONEL HIS HIGHNESS RAJA SIR AMAR PARKASH BAHADUR, K.C.S.I., of SIRMUR,—1918.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

DELHI ;
The 1st January 1918.

CHELMSFORD,
Viceroy and Governor-General of India.

No. LXXXII.

TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL, granting the STATE of MUNDEE to RAJAH BULBEER SEIN of MUNDEE, dated 24th October 1846.

Whereas by the Treaty concluded between the British and Sikh Governments, on 9th March 1846, the hill country has come into the possession of the Honorable Company ; and whereas Rajah Bulbeer Sein, Chief of Mundee, the highly dignified, evinced his sincere attachment and devotion to the British Government ; the State of Mundee, comprised within the same boundaries as at the commencement of the British occupation, together with full administrative powers within the same, is now granted by the British Government to him and the heirs male of his body by his Ranee, from generation to generation. On failure of such heirs, any other male heir who may be proved to the British Government to be next of kin to the Rajah, shall obtain the above State with administrative powers.

Be it known to the Rajah, that the British Government shall be at liberty to remove any one from the Guddee of Mundee who may prove to be of worthless character and incapable of properly conducting the administration of his State,

and to appoint such other nearest heir of the Rajah to succeed him as may be capable of the administration of the State and entitled to succeed. The Rajah or any one as above described, who may succeed him, shall abide by the following terms entered in this Sunnud, *viz.* :—

1st.—The Rajah shall pay annually into the treasury of Simla and Subathoo, one lakh of Company's Rupees as nuzzuranah by two instalments, the first instalment on the 1st of June, corresponding with Jeth, and the second instalment on the 1st November, corresponding with Kartick.*

2nd.—He shall not levy tolls and duties on goods imported and exported, but shall consider it incumbent on him to protect bankers and traders within his State.

3rd.—He shall construct roads within his territory not less than 12 feet in width, and keep them in repair.

4th.—He shall pull down and level the Forts of Kumlagurh,† Anundpore, etc., and never attempt to rebuild them.

5th.—On the breaking out of disturbances, he shall, together with his troops and hill-porters, whenever required, join the British army, and be ready to execute whatever orders may be issued to him by the British authorities and supply provisions according to his means.

6th.—He shall refer to the British Courts whatever dispute may arise between him and any other Chief.

7th.—In regard to the duties on the iron and salt mines, etc., situated in the territory of Mundee, rules shall be laid down after consultation with the Superintendent of the Hill States, and those rules shall not be departed from.

8th.—The Rajah shall not alienate any portion of the lands of the said territory without the knowledge and consent of the British Government, nor transfer it by way of mortgage.

9th.—He shall so put a stop to the practices of slave-dealing, suttee, female infanticide, and the burning or drowning of lepers, which are opposed to British laws, that no one shall venture in future to revive them.

It behoves the Rajah not to encroach beyond the boundaries of his State on the territory of any other Chief, but to abide by the terms of this Sunnud and adopt such measures as may tend to the welfare of his people, the prosperity of his country, and the improvement of the soil, and ensure the administration of even-handed justice to the aggrieved, the restoration to the people of their just rights, and the security of the roads. He shall not subject his people to extortion, but keep them always contented. The subjects of the State of Mundee shall regard the Rajah and his successors as above described to be the sole proprietor of that territory, and never refuse to pay him the revenue due by them, but remain obedient to him, and act up to his just orders.

* The dates of payment have been altered to 15th July and 15th February.

† The condition regarding the Fort of Kumlagurh was afterwards modified and the Rajah was allowed to preserve the upper buildings of the principal height, which contain shrines and temples; but the buildings on the other heights, not close to the temples, and especially the tombs, were to be destroyed. Not more than twenty men and six light guns for salutes were to be kept in the fort.

No. LXXXIII.

SANAD granted to HIS HIGHNESS RAJA JOGINDAR SEN, BAHADUR, RAJA of MANDI, —1922.

Whereas in accordance with past practice sentences of death passed by the Ruler of the Mandi State have been referred for confirmation to the Political Agent for the State.

And whereas His Excellency the Viceroy and Governor-General, having regard to the status and position of the Mandi State, has decided to remove this restriction on the powers of the Ruler.

Subject to the condition that every person sentenced to death by or under the authority of the Ruler of the said State shall have the right to submit a petition for mercy to His Excellency the Viceroy and Governor-General, and that when any such petition shall have been presented for transmission to His Excellency the execution of the sentence shall be stayed pending His Excellency's decision and that the Ruler of the said State shall carry out any advice received by him from His Excellency touching the said petition.

Subject further to the condition that the restriction may be reimposed at any time should such reimposition be desirable in the opinion of His Excellency the Viceroy and Governor-General.

Now therefore this Sanad is granted in token of the removal of the existing restriction subject to the conditions aforesaid.

SIMLA; READING,

The 1st July 1922. *Viceroy and Governor-General of India.*

Similar Sanads were granted in 1922 to the Rulers of Bilaspur, Maler Kotla, Faridkot, Chamba and Suket and in 1923 to Loharu.

No. LXXXIV.

AGREEMENT between the SECRETARY OF STATE for INDIA and HIS HIGHNESS the RAJA of MANDI for the establishment of an ELECTRIC POWER HOUSE in MANDI STATE,—1925.

An Agreement made the third day of March one thousand nine hundred and twenty-five between the Secretary of State for India in Council (hereinafter together with his successors and assigns referred to as Government) of the one part and Lieutenant His Highness Raja Jogindar Sen Bahadur, Raja of Mandi (hereinafter called the Darbar) of the other part.

WHEREAS Government has under consideration a project for the supply of electric power to the Punjab commonly known as the Uhl River Hydro Electric Project in Mandi State, a description of which is contained in the report on the said project signed by Lt.-Col. B. C. Battye, R.E., on the tenth day of January one thousand nine hundred and twenty-four, and WHEREAS if and when such scheme is put into execution it will be necessary to establish a Head Works, Power House and connected works within the territory of Mandi State and WHEREAS it is intended that the purposes for and the rates at which power shall be sold, disposed of or applied shall from time to time be decided by the management of the project appointed by Government. Now for the mutual benefit of Government and of the Darbar IT IS HEREBY AGREED that if and so soon as Government shall finally decide to put into execution the said Hydro Electric Project, either as at present projected or with such changes or modifications as may hereafter be sanctioned by Government, but not in any other event, the following provisions shall come into force and be carried into effect that is to say :—

1. In consideration of the benefits hereinafter described the Darbar shall give on lease to Government free of charge all land for permanent and temporary occupation which may be required for the purposes of the said project, all the water of the Uhl River above the site of the proposed dam shown in the attached map* and all earth, lime or other building stone required for the works hereinafter referred to. Government will bear the cost of all expenses incurred by the Darbar for the re-establishm nt in suitable circumstances of any inhabitants who have to be removed from any land or houses for the purposes of the scheme and for compensating any inhabitants not so removed in respect of damage to land or property sustained by reason of the scheme. Further in the case of land, temporarily occupied, Government will bear the cost of restoring such land to its original condition, or alternatively of paying the capitalised value of compensation and in the case of water at present used for irrigation or for driving flour mills Government will bear the cost of compensation for loss of such water when it occurs, at rates to be agreed upon.

2. Government shall have the free use of water in one or more of the tributaries of the Rana River for purposes of temporary power development during the period of construction of the works herein mentioned and will pay full compensation for any loss caused by the diversion for temporary power development of any water at present used for irrigation or driving flour mills.

3. The Darbar will grant a lease of ninetynine years of all the land and water rights other than temporary, required for the said project. The Darbar will retain full jurisdiction and sovereign rights over such land and after the expiration of ninety-nine years the lease will be renewable by Government on such terms as may be agreed upon between the parties and any case in which mutual agreement is impossible shall be referred to arbitration as hereinafter provided.

4. Excluding the tunnel, flumes and pipe-lines and haulageway which shall so far as possible not traverse culturable land Government will not require for

* Not reproduced.

permanent occupation more than forty acres of culturable land at the Head Works and not more than thirty acres at the power station near Shanan for the first stage of the project and not more than a further seventy-five acres of culturable land for the second stage of the project.

5. Should a tramway be built in connection with the project, as shown in the said report or otherwise, the ordinary rules regarding the payment of compensation laid down by Government of India in the case of Indian States will govern the case so far as cultivated and culturable land is concerned. As regards unculturable land the Darbar agrees to the principle that no rent should be paid.

6. Should it eventually be decided to increase the water supply by the construction of a dam near the headworks, cultivated land amounting to not more than sixty-five acres will by flooding be thrown out of cultivation. As the flooded area will comprise most of the cultivated land attached to the villages of Dedhangna, Bret, Phuji, Kaduhan and Ghog, it will be necessary to remove the inhabitants of these villages and provide them with land of similar area and quality elsewhere. The cost of these operations which will be conducted by the Darbar will be debitable entirely to Government. The Darbar will give its consent to any measures necessary for such increase of water supply upon receiving notice from Government of its intention.

7. In return for the free grant of land, water and minerals as set forth above, the Darbar will be granted power for use or sale within the Mandi State free of charge, subject to a maximum limit of half of one per cent. of the peak load capacity of the power station, situated in the Mandi State, according to the development of the project and a minimum of two hundred and fifty kilowatts which will be supplied if required during the first year of operation delivered at Mandi town at a pressure of four hundred and forty volts, alternating current.

Should the Darbar at any time require power in excess of the above free allowance of half of one per cent. or two hundred and fifty kilowatts whichever is the greater, Government agree to supply the extra power required subject to a maximum limit of one thousand kilowatts exclusive of free supply at cost price as hereafter defined. Cost price shall be assumed to be ninety per cent. of the tariff rates for ordinary bulk supply for the time being in force in the Punjab. Should either party consider that ninety per cent. of the tariff rates is either less than or in excess of cost price that party may require a special audit to determine the percentage of such tariff rates which represents actual cost price. The party requiring the audit shall bear the cost thereof in any event but the percentage determined by the audit shall come into force from the date when the audit was demanded.

If and as soon as the maximum demand on the power station in Mandi State (to be ascertained in the same manner as hereinafter specified for the purpose of royalty) has exceeded thirty-nine thousand kilowatts the Darbar shall be entitled to an additional free supply of two hundred and fifty kilowatts making a total minimum free supply of five hundred kilowatts.

In addition to the above described free power and power at cost price the Darbar will be entitled to royalty of so many rupees per kilowatt of maximum demand generated at the power station in Mandi State at any one time for a continuous period of not less than twenty minutes within each calendar year, as measured by an approved maximum demand indicator at any time during the said calendar year under normal conditions of working, such maximum demand readings to be recorded monthly. The rate in rupees per kilowatt to be paid to the Darbar will be on a sliding scale, increasing with the total amount of power generated, in accordance with the following scale :—

Scale of Royalty.

When the maximum power generated at the power station at one time for not less than twenty minutes in any one calendar year does not exceed thirty-five thousand nine hundred and ninety-nine kilowatts	Nothing
When the maximum power generated at the power station, as defined above, exceeds thirty-five thousand nine hundred and ninety-nine kilowatts	One rupee per kilowatt
When it exceeds thirty-nine thousand kilowatts . .	Two rupees per kilowatt.
When it exceeds forty-two thousand kilowatts . .	Three rupees per kilowatt.
When it exceeds forty-five thousand kilowatts . . .	Three rupees eight annas per kilowatt.

In addition to free power and to royalty at the rates described above, the Darbar will be entitled to the use, for irrigation or power purposes free of charge, of all the tailrace water discharged into the Rana River, below the power stations, provided that the water is not required for development of the fourth stage of the project which contemplates diverting the tail water into the Beas. The Government will decide within twenty years of the completion of the first stage, whether the fourth stage will be required.

8. The Superintending Engineer in charge of works under construction in the State—or other officer appointed by the Punjab Government and agreed to by the Darbar—shall be invested by the Darbar with the powers of a third class magistrate, under the authority of the Mandi State District Magistrate during the construction of the works. He shall also be empowered to decide civil suits the value of which does not exceed rupees one thousand. All civil cases in which any person employed on the works is a party and all criminal cases in which any such person is a complainant or an accused person which can legally be instituted in the court of the Superintending Engineer or officer appointed as abovementioned shall be instituted in that court and in no other. Such officer will be given a Moharrir by the Darbar, but the Moharrir's pay and all expenses connected with the appointment of such a magistrate will be borne by the Government, the Darbar only supplying the usual standard forms.

9. The Darbar will allot an area for the supply of fuel and timber as near the site of the works for which the same may be required as shall be conveniently possible. Government agrees to do all things possible to prevent any fellings

or loppings without the authority of the State Forest Department. Payment for wood will be made at the ordinary State Forest Department rates.

10. As the small amount of labour available in the State is ordinarily required for the Salt Quarries, Government will have to import labour for their works. In case of emergencies the Darbar will, however, do their best to supply any coolies required at current local rates. Government agree as far as possible not to employ unskilled Sikhs and Pathans.

11. Government agree to pay due attention to any complaint on the part of the Darbar in regard to the employment or removal of undesirable characters. Should there be any disagreement between the parties on this project the matter shall be referred to the Agent to the Governor-General, Punjab States, whose decision will be final.

12. The Darbar undertake to close all liquor shops within a radius of three miles of the works during the construction of the works and Government undertake to make good to the Darbar any loss that may be occasioned by the closure of such shops. Should Government open liquor shops at the works, the amount realised by the sale of such liquor contracts will be payable to the Darbar.

13. The Darbar will charge no duty of any kind on any articles or materials required for the purposes of the said project and the works connected therewith or for the *bonâ fide* use of employees at the works.

14. In the event of internal upheaval of a nature to jeopardise the safety of the Hydro Electric Works and operating staff—if in the opinion of the Resident Engineer in charge of the power station, the safety of the works and staff are jeopardised,—the Punjab Government with the concurrence of the Agent to the Governor-General, Punjab States, shall be at liberty to take such steps, including the importation either of police or troops, as it may consider necessary for the safe-guarding of the said works and staff.

15. Government shall be at liberty at any time to hand over the working of the Hydro Electric scheme to any Body—Statutory or otherwise brought into existence for the purpose—provided that any such arrangements shall not affect the liability of Government or its responsibility to or its relations with the Darbar under this agreement. In such event Government will be responsible for ensuring that the terms of this agreement are fully complied with by the Body responsible for the working of the scheme.

16. In the event of any dispute between the Government and the Darbar with regard to the interpretation of this agreement or in regard to points left open for mutual agreement between the parties or which may arise in any other way in connection with the project, the matter shall be referred to the Agent to the Governor-General, Punjab States, whose decision will be final provided that the Agent to the Governor-General, Punjab States, may with the consent of the parties, refer any such matter for the decision of one or more arbitrators.

IN WITNESS WHEREOF the parties have hereunto set their respective hands the day and year first above written.

Signed at Lahore by Sirdar Dina Nath, Bar.-at- Law, Chief Secretary to the Mandi Darbar, on behalf of His Highness the Raja of Mandi, and in the presence of :—

DINA NATH.

A. K. KARGILL,
Under Secretary, Buildings and Roads

B. C. BATTYE, *Lt.-Col., R.E.,*
Superintending Engineer, Hydro Electric Circle.

Signed at Lahore by A. R. Astbury, Esquire, Officiating Secretary to Government, Punjab, Public Works Department, Buildings and Roads Branch, for and on behalf of the Secretary of State for India in Council and by order of the Governor of the Punjab.

A. R. ASTBURY.

Approved and confirmed by the Government of India.

J. P. THOMPSON,
Political Secretary to the Government of India.

Dated Simla, the 14th May 1927.

No. LXXXV.

SUNNUD to RAJAH MAHA CHUND of BELASPORE, dated 6th March 1815.

Whereas Rajah Maha Chund of Belaspore has, with sincerity of heart, professed obedience and submission to the British Government, and become a dependant of the Honorable Company, and has cast off all connection with the Goorkha State ; therefore, in conformity with the tenor of the Proclamation issued under the authority of His Excellency the Governor-General on the 17th of October 1814, the Rajah is hereby confirmed in the possession of the lands of his ancient territory of Kyloor, actually occupied by him on this side of the river Sutledge, subject to the following conditions :—He shall never openly or secretly ally himself with the Goorkha State, or with any enemy of the Honorable Company, but remaining steadfast in the path of obedience and submission to the orders of the British Government, shall at all times be prepared, with the force which he may have, to render useful service to the British troops, providing supplies of grain and furnishing begars (for the conveyance of burdens), and generally performing whatever may be entrusted to his charge. He shall ever be ready to obey such orders as may be signified to him at the present period, or which may be given to him at any future time, more especially on the occasion of any British force being sent against an enemy in that quarter, when he shall not fail

to discharge to the utmost of his ability the obligations of fidelity and attachment to the British Government. Exclusive of the stipulations abovementioned, the British Government, in its liberality and favour, will not require from the Rajah any tribute or pecuniary indemnification of any kind. And in the event of a peace between the British Government and the Goorkha State, provided the Rajah shall have rendered faithful service, the British Government engages that nothing contrary to the conditions of protection as affecting the Rajah shall be listened to by the British Government. Moreover, the terms of the replies to the Rajah's requests, bearing the signature of Major-General Ochterlony, and dated on the 18th of February 1815, are approved and ratified by the Governor-General. It becomes the duty of the Rajah, therefore, that being firmly fixed and established in his Raj, he set his mind at rest on that point, and divesting himself of all apprehension, devote his time to the promotion of the happiness and comfort of his subjects, and consider this as a valid Sunnud for his country.

TRANSLATION of PAPER of REQUESTS presented by the AGENTS of RAJAH MAHA CHUND, and answers by MAJOR-GENERAL OCHTERLONY, 18th February 1815.

Requests.	*Answers.*
1st.—Since I have withdrawn from my connection with the Goorkhas, and attaching myself to the British Government, consider my connection with it the same as my honor and my life, I hope that I shall be continued in possession of my ancient territory, and that it shall be under the protection of the Honorable Company, and that if at any time when the Goorkhas shall submit to the British power, they shall propose anything to my disadvantage from a spirit of revenge for my having abandoned their cause, it shall not be listened to.	If the Rajah shall have really and truly withdrawn himself from his connection with the Goorkhas, and shall attach himself to the British Government, he shall undoubtedly be confirmed in the possession of his ancient territory of Khyloor, lying on this side of the River Sutledge, agreeably to the terms of the Proclamation which was issued under the authority of the Governor-General, on the 17th of October last, and it shall, in every respect, be considered to be under the protection of the British Government. In the event of peace between the British Government and the Goorkhas, no representation of the Goorkhas against the Rajah, at variance with the dues of protection, shall be attended to. But on the subject of guaranteeing the country of Khyloor a reference shall be made to the Governor-General.

2nd.—It is well known that the Forts of Futtehpore, Mundgur, Behadurpoor, and Ruttunpoor, constructed by my ancestors, were held by me; suddenly, however, they were seized by Rajah Ram Surn, who held them for seven months, when I caused them to be restored to me. I hope that in continuing to me my ancient possessions, those Forts will be included therein.

2nd.—I am also acquainted with the fact of the Forts of Futtehpoor, Mundgur, Behadurpoor, and Ruttunpoor, being of old dependencies of the country of Khyloor. Provided the Rajah shall withdraw from the Goorkhas, and connect himself with the British Government, they shall remain to him as heretofore.

3rd.—With respect to the affair of the twelve Thakoors, although they of old belonged to me, yet owing to my weakness, the Surmoreea Rajah sometimes got possession of them and sometimes they were held by Rajah Ram Surn. When the Goorkhas came here I was re-established in the possession of the twelve Thakoors. On the return of the Goorkhas from the Fort of Kangra they required that I should assign something out of the twelve Thakoors for the maintenance of the troops. In consideration of my connection with them, and also of my inability to oppose their requisition, nine of the twelve Thakoors were given to them. The Thakoors of Dhamee, Buhjee, and Kotee, are still in my possession. I have stated this merely in the way of information. Otherwise in every respect I am submissive to the pleasure of the British Government in this affair, and consider it a happiness to conform to its orders.

3rd.—Any proposition by the Rajah regarding the twelve Thakoors is improper, for the real state of the case is very different. Although I must give a positive refusal to this request, for when the time for the settlement of the twelve Thakoors shall come they must be adjudged to the real proprietors, yet should the Rajah render good service to the British Government, and abandon the cause of the Goorkhas, the same consideration which he experienced with respect to one or two of the Thakoors from the Goorkhas, may, in my opinion, be also shown to him by the British Government.

4th.—The Goorkhas gave several places to me besides those included in my original possessions. The Major-General is now vested with the same authority which they exercised. As he shall order, so will I consider it as happiness to act. Be pleased now to show me favour, or when I shall have rendered good service to the Government.

4th.—No claim to any places which the Goorkhas gave to the Rajah, besides his ancient territory of Khyloor, can be listened to. In conformity with the terms of the Proclamation of the 17th October, no tribute nor pecuniary demand of any kind shall be exacted from the Rajah.. In return for all the bene-

The Major-General is my friend and patron on the part of the British Government.

fits which the Rajah will enjoy, the British Government only requires that while the war with the Goorkhas shall last, the Rajah shall co-operate with the British Troops, and that in future also, on every occasion of a British Force coming into this quarter to act against an enemy, the Rajah shall be ready to join and to afford every assistance in his power, by providing supplies of grain and discharging all the other obligations of fealty and submission.

No. LXXXVI.

TRANSLATION of a SUNNUD granting territories to RAJAH JUGGUT CHUND of KUHLOR (BELASPORE), dated 21st October 1847.

Whereas by the Treaty concluded between the British Government and the State of Lahore, on the 9th March 1846, the hill territories came into the possession of the Honorable Company, and whereas Rajah Juggut Chund of Kuhlor has always evinced his obedience and submission to the British Officers, the Government hereby confirms in perpetuity to Rajah Juggut Chund and the heirs male lawfully begotten of his body by his Ranee, the Territory of Kuhlor, with such boundaries as have been in his possession since the commencement of the British rule in the Trans-Sutlej States, with full administrative powers therein. In default of an heir of the above description, the territory, with full powers, will be conferred upon the male heir who may be proved to the British Government to be next of kin to the Rajah. Be it known to the Rajah, that if any of his successors is found incompetent and unable to administer the affairs of the State, the British Government reserves to itself the power of removing him and installing another heir next of kin to the Rajah, who may be found entitled to it, and capable of administering the territory. Whoever shall, according to the foregoing terms, succeed the Rajah, will remain in the undisturbed possession of his territory and State, on the conditions which are specified in the Agreement executed by the Rajah, and which are as follows :—

1st.—That he shall abolish all transit duties in his territory, and consider it incumbent upon him to afford protection to the bankers, tradesmen, and dealers in his State.

2nd.—That he shall construct roads not less than 12 feet broad in his State, and repair them when necessary.

3rd.—That on the occasion of a war, he shall, when directed, join the British Army with his own retainers and hill-porters, keep himself in readiness to execute the order of the Officers of Government, and supply provisions according to his means.

4th.—That all disputes which may take place between the Rajah of Kuhlor and any other Chiefs shall be referred to the British Courts.

5th.—That he shall not alienate or mortgage any portion of his territory without the knowledge and permission of Government.

6th.—That he shall abolish in his territory slave dealing, suttee, female infanticide, and the practice of burning or drowning lepers, as these practices are opposed to British law, and that he shall issue such strict orders in respect thereof that no one may venture to commit any of the said crimes.

The Rajah shall not encroach beyond the boundaries of his own territory on the territory of another. He shall consider this Sunnud as a ratified document, and use his exertions to fulfil the terms thereof, to promote the welfare of his people, to improve the condition of his country, to adopt measures for the increase of cultivation, to redress grievances, to maintain lawful rights, and to keep the roads secure. He shall not exact money from his subjects, but treat them with kindness, that they may always be thankful to him. It is the duty of the subjects to regard him and, after him, his successor, as above described, as their sole and lawful lord, to pay without fail the revenue due to him, to remain obedient to him at all times, and to behave themselves well.

No. LXXXVII.

ADOPTION SUNNUD granted to NAWAB and RAES SECUNDER ALI KHAN of MALER KOTLA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and the representation and dignity of their Houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

CANNING.

Dated 5th March 1862.

No. LXXXVIII.

AGREEMENT entered into by the MALER KOTLA STATE regarding the CESSION of JURISDICTION on that PORTION of the LUDHIANA-DHURI-JAKHAL RAILWAY which lies within the MALER KOTLA STATE,—1899.

I, the Superintendent of Maler Kotla, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Ludhiana-Dhuri-Jakhal Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

AMIRUDDIN,
Superintendent, Maler Kotla State,
on behalf of H. H. the Nawab of Maler Kotla.

MALER KOTLA;
The 2nd August 1899.

No. LXXXIX.

SUNNUD granted to RAJAH WUZEER SING of FUREED KOTE, dated 21st April 1863.

Since the establishment of British supremacy in India Rajah Wuzeer Sing and his ancestors have given proofs of loyalty to the British Government, and have received rewards in the accession of fresh honours, dignity and territory. More recently the present chief of Fureed Kote evinced his adherence to the cause of the British Government during the mutiny of 1857-58, in consideration of which service the British Government has, out of Royal grace and condescension, remitted the service of ten sowars hitherto furnished by the Rajah; has added to the forms under which he is officially addressed; has increased the Khillut to which he is entitled, and raised the number of guns by which he is to be saluted to the number of eleven; and has graciously acceded to the Rajah's desire to receive a Sunnud or Grant under the hand and seal of the Viceroy, confirming and guaranteeing to the Rajah and his heirs for ever the possession of his ancient hereditary territory, as well as the territory acquired by the Rajah from the British Government by grant or exchange under the following provisions:—

Clause 1.—The hereditary domain now in the possession of the Rajah, and the country acquired by the Rajah by grant and exchange, according to the annexed list, are hereby confirmed and guaranteed to the Rajah and his male heirs lawfully begotten, for ever, together with all the powers and authority, civil, criminal and fiscal, at present exercised by the Rajah.

Clause 2.—With the exception of the unredeemed revenue-free holdings in Illaka Kotkupoora noted below, the British Government will never demand from the Rajah or any of his successors, or from any of his feudatories, relatives, or dependants, any tribute on account of revenue, service, or any other plea.

	Rs.
Revenue-free holdings in Illaka Kotkupoora, which have lapsed or are resumable hereafter	4,238
Deduct yearly amount of compensation granted to the Rajah for the abolition of customs in his territory	2,000
Balance .	2,238

Clause 3.—The Rajah has, in consideration of the compensation granted by the British Government, relinquished for himself and his successors for ever all right to levy excise or transit duties which have been abolished throughout the territory of Fureed Kote.

Clause 4.—The British Government desiring to see the House of Fureed Kote perpetuated, has conferred upon the Rajah and his successors for ever, when ever male heirs lawfully begotten may fail, the right of adopting a successor in accordance with the customs of his race.

Clause 5.—With regard to British subjects committing crime and apprehended in his territory, the Rajah and his successors will exercise the powers provided for in the despatch of the Honourable Court of Directors to the Madras Government, No. 3, dated 1st June 1836.

The Rajah and his successors will exert themselves to execute justice and promote the happiness and welfare of their people. They will, in accordance with the terms of a previous engagement, prohibit "suttee," slavery, and female infanticide throughout their territory, and punish with exemplary rigor those who are found guilty of these crimes.

Clause 6.—The Rajah and his successors will never fail in their devotion and loyalty to the Sovereign of Great Britain.

Clause 7.—If at any time any force hostile to the British Government should appear in this direction, the Rajah will co-operate with the British Government and oppose the enemy. He will exert himself to the utmost of his resources in providing carriage and supplies according to requisitions he may receive from the officers of the British Government.

Clause 8.—The Rajah as heretofore will furnish at current rates, through the agency of his own officers, the necessary materials required for the construction of railroads, railway stations and Imperial roads and bridges. He will also freely give the land required for the construction of railroads and Imperial lines of road.

Clause 9.—The Rajah and his successors will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honour and dignity of the Rajah and his house.

SCHEDULE of the TERRITORIES belonging to the RAJAH of FUREED KOTE.

Ancestral Possessions.

Pergunnah Fureed Kote.
„ Deep Singwalla.

Acquired Possessions.

Villages of Pergunnah Kote Kupoora, given to the Rajah in exchange for Pergunnah Sultan Khanwalla.

Villages of Kote Kupoora and Bhugtah granted by the British Government, excepting the village of Sibbian, included in British territory under the orders of the Chief Commissioner of the Punjab, No. 345, dated 4th May 1858.

Feudatories and Tributaries.

Mauza Mamosana, Pergunnah Fureed Kote.

No. XC.

AGREEMENT entered into by the FARIDKOT STATE regarding the CESSION of JURISDICTION on that PORTION of the REWARI-FEROZEPORE RAILWAY which lies within the FARIDKOT STATE,—1899.

I, Raja of Faridkot, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Ferozepore Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

BALBIR SINGH,
Chief of Faridkot State.

The 16th December 1899.

No. XCI.

AGREEMENT between the BRITISH GOVERNMENT and the FARIDKOT STATE regarding the supply of canal water for the storage tank at KOT KAPURA,—1928.

1. Water shall be supplied from an outlet at R. D. 62235 left of Faridkot Distributary.

2. The outlet shall be designed to give a discharge of one and a half cubic foot per second when the Faridkot Distributary is running with seven-eighths of its full supply depth at R. D. 62235 left.

3. The outlet shall be of A. P. M. type approved by the Superintending Engineer of the Sirhind Canal Circle.

4. The design of the outlet may be altered at any time that such alteration may be considered necessary by the Superintending Engineer, Sirhind Canal Circle

5. The outlet shall be constructed at the cost of the Punjab Irrigation Department. The required watercourse shall be constructed by the Faridkot State.

6. The Faridkot State Authorities shall pay to the Executive Engineer, Ferozepur Division, Sirhind Canal, the sum of Rupees sixteen hundred and fifty (Rs. 1,650) for the use of water supplied through the aforementioned outlet, of which sum Rupees eight hundred and twenty five (Rs. 825) shall be payable half-yearly in advance on the first day of April 1928 and the first day of October 1928. In the event of non-payment in advance the agreement will be cancelled and assessment proceeded with in the ordinary way.

7. The supply is granted for use within the urban area of Kot Kapura as shown in the attached tracing* and also for avenues along the Faridkot-Kot Kapura road between the limits of the town and Faridkot Distributary, for any purpose whatsoever at the discretion of the Faridkot State Authorities.

8. The provision of the Northern India Canal and Drainage Act VIII of 1873, concerning unauthorised use and waste of water shall be enforced when water is used or wasted outside the limits of the area described in clause 7 above or when water extracted from the canal in an unauthorized manner is used within the limits of that area.

9. The outlet mentioned in clause 1 above may be closed for a period of any time (1) at the request of the Faridkot State Authorities or (2) by order of the Executive Engineer, Ferozepur Division, Sirhind Canal, or of the Superintending Engineer, Sirhind Canal Circle, acting under the powers conferred on them by the provisions of the Northern India Canal and Drainage Act VIII of 1873.

10. This agreement shall terminate on the 31st March 1929. Should the Faridkot State Authorities desire to renew the agreement for a further period, they shall make an application for renewal not later than the first day of March 1929, to the Executive Engineer, Ferozepur Division, Sirhind Canal.

11. The Irrigation Department does not undertake to renew the agreement on the same or on any terms.

12. Water shall be distributed to all shareholders on the outlet in accordance with the irrigable area owned by each and this distribution shall be governed by the provisions of section 68 of the Canal Act VIII of 1863.

13. In the event of any dispute or difference arising regarding the supply of water to the outlet, the orders of the Superintending Engineer, Sirhind Canal Circle, shall be final.

* Not reproduced.

14. Nothing herein contained shall prevent any person from being prosecuted for any offence punishable under the Canal Act.

Signed and delivered by L. M. BAINES,
Executive Engineer,
Ferozepur Division, Sirhind Canal.

Dated 20th July 1928.

On behalf of the Secretary of State in the presence of :—

(1) SALIG RAM, *Head Clerk.*

(2) ALI MOHAMMAD, *Revenue Clerk.*

Signed and delivered by INDAR SINGH,
President, Council of Administration, Faridkot State.

Dated 1st August 1928.

1. FATEH SINGH,
P. W. D. Member,
Council of Administration,
Faridkot State.

2. NARAIN SINGH,
Military Member,
Council of Administration,
Faridkot State.

Approved and confirmed by the Government of India.

B. J. GLANCY,
Political Secretary to the Government of India.

SIMLA ;
The 10th September 1928.

No. XCII.

TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL, granting the Territory of CHUMBA to RAJAH SREE SING, dated 6th April 1848.

Whereas all the northern and eastern hill territory, between the Rivers Sutlej and Sindh, formerly attached to the territory of the Punjab, has been transferred to the British Government by the Treaty of the 9th March 1846, concluded between the Honorable Company and the Government of Lahore, the country of

Chumba, which at the time the above Treaty was concluded was in the possession of the Rajah of the place, is hereby conferred in perpetuity upon him and his heirs male, who, according to the shastres, may be deemed his rightful successors. In the event of the Rajah leaving no male heirs, his next brother, who may be the eldest of the surviving brothers, will succeed him. The Rajahs of Chumba will retain full administrative powers within the limits of their own country, on the following conditions, *viz.* :—

1st.—The Rajah shall pay every year into the treasury of Kangra an annual sum of twelve thousand Rupees by two instalments : the first instalment to be paid in the month of Cheit ; the second in the month of Magh.

2nd.—The Rajah shall at once abolish in his country the suttee rites, female infanticide, the slave trade, and the practice of mutilation.

3rd.—The Rajah shall protect merchants and travellers, and abolish sayer duties, etc., in his territory.

4th.—The Rajah shall cause roads 12 feet wide to be constructed through his country, and shall keep them in good repair.

5th.—On the occasion of war, the Rajah shall join the British army, furnish provisions and supply soldiers on a monthly pay of five Rupees each, and bearers to carry baggage on a salary of four Rupees each per mensem. Should any of the Rajahs of Chumba mismanage the affairs of the country, the British Government will remove him and appoint in his place another of the family. It is not the object of the British Government to take the country into its hands : the only thing which it has in view is that from the good management of the territory and the impartial administration of justice, the people should continue to enjoy peace and happiness.

6th.—If a dispute of any kind arise between the Rajah of Chumba and any other Chief, the case shall be laid before the British Government, and the Rajah shall abide by the decision which the Government shall pass thereon. Without the consent of the British Government, the Rajah shall enter into no negotiations with any other Chief, but shall confine himself to his own country, and exert himself to the utmost to promote the welfare and happiness of his people, to increase the cultivation of the territory, and to administer justice to all.

No. XCIII.

AGREEMENT for the LEASE of the CHUMBA FORESTS,—1864.

The Rajah of Chumba finding great difficulty in arranging for the preservation of the forests in his territory has requested the aid of the British Government and has agreed to give to the British officer whom the Government may appoint for this purpose the sole control of the forests in the territory of Chumba. To give effect, therefore, to the wishes of the Rajah, the following arrangements

3.—The balance from this fund after paying expenses as above to be divided evenly between the Forest Department and the Rajah, and to be expended at the discretion of each on the construction and improvement of roads and communication generally.

4.—That for each of the two official years, namely, 1864-65 and 1865-66, the Rajah will receive from the Conservator of Forests the sum of Rupees one thousand (1,000) in lieu of all his claims to waif timbers on the Ravee within his territories, and that after that period and during the currency of this lease he will receive five hundred (Rupees 500) per annum on this account, all such timber becoming from date of said lease the property of the British Government.

ARTICLE 6.

The accounts shall be made up half-yearly to 30th April and 31st of October and shall be rendered to the Rajah, and the payments made at the above-mentioned rates half-yearly in the months of May and November.

ARTICLE 7.

The British Government shall manage the Chumba forests in accordance with the general system of forest management which may be in force for similar forests within the territories of the British Government, and for the preservation of the same shall maintain such establishments as it shall consider suitable in each case. The British Government will defray all the expenses of these establishments connected with the conservancy of forests except as provided for in paragraph 5, Clauses 2 and 3.

ARTICLE 8.

The British Government, or the contractors employed by it, will defray all expenses of felling and transporting the timber, and they shall be at liberty to dispose of it by sale or otherwise at their pleasure, subject to no other claim from the Rajah than the payments referred to in paragraph 5 of the present Agreement ; and it is distinctly understood that any former or customary charge on the *employés* of the British Government, such as "Dulalee," &c., is now abolished.

ARTICLE 9.

All timber passing down the Rivers Chenab and Ravee across the boundary of the Chumba territory, unless covered by a pass from the Conservator and duly marked in the manner described in the pass, shall be presumed to be the property of the British Government, and may be taken possession of as such by the Conservator or his Agents, and the onus of proving the timber to belong to any other person shall rest upon such person.

ARTICLE 10.

The Conservator shall be authorized to exercise within the Chumba territory the powers of a Subordinate Magistrate of the 1st Class, as described in Act XXV

of 1861. for the trial of offences against property, and relating to property marks, mischief, assaults, and contravention of such forest rules as may from time to time be in force in the territories under the Government of the Punjab.

ARTICLE 11.

The Rajah engages to render every aid required by the Conservator in the exercise of the above powers for apprehending offenders or supposed offenders and for enforcing the penalties awarded by him.

ARTICLE 12.

This agreement shall continue in force for a period of twenty (20) years from the 1st of May 1864, but on the expiry of that term shall be renewable at the pleasure of the British Government for a further period of (20) twenty years, and shall then be again renewable in like manner until the term of ninety-nine (99) years from the original date (1st May 1864) shall have expired. At the expiry of that period it shall be at the option of the Rajah to renounce the agreement or enter into a fresh one.

Provided that any revision or modification of the rates and mode of payment described in Clauses 5, 6, and 13 that shall be agreed to by both contracting parties may take place at any time without affecting the continuance of the agreement or any of its provisions.

ARTICLE 13.

In order to secure to the Rajah a fixed moderate income from his forests, the British Government agree that a minimum payment of Rupees twenty thousand (20,000) per annum be fixed, and that in the event of its not cutting wood to that amount in any year, the Rajah will still receive from the said Government this sum as rent, and in event of the value of annual cutting being in excess of twenty thousand Rupees (20,000) the British Government agree to pay amount at the rates fixed and as in this lease.

Executed this the tenth (10th) day of September 1864 (eighteen hundred and sixty-four), 27th Badon 1821, at Dalhousie, in presence of the undersigned.

C. V. JENKINS, *Asst. Commr.*,
Offg. Supdt. of Chumba State.

Signature of Rajah fixed in my presence.

EDWARD PRINSEP, *Settlement Commr.*,

GEORGE MCANDREW, *Major*,
Depy. Inspr.-Genl. of Police.

Certified that the word additional, and as noted in the terms of this lease and in paragraph 13, having been erroneously entered in this and 13th paragraph of this lease, is hereby erased by me and altered as above, and in compliance with docket memo. No. 3761, Public Works Department, dated 19th November 1864, Lahore.

C. V. JENKINS, *Asst. Commr.*,
Offg. Supdt. of Chumba.

CHUMBA ;
November 22nd, 1864.

No. XCIV.

REVISED AGREEMENT for the lease of the CHAMBA FORESTS,—1872.

Whereas, by the terms of an agreement bearing date at Dalhousie the tenth day of September 1864, His Highness the Raja of Chamba, having requested the aid of the British Government in the management of his forests, has, for that purpose, leased the said forests to the British Government ; and whereas certain additions to, and alterations in, the said agreement having been from time to time consented to by the parties thereto : it is advisable now to embody the said additions and alterations in a new form of agreement, and also, at the same time, to make more definite provision by the terms of such agreement for the proper conservancy of the forests aforesaid.

The following articles have been agreed upon between His Highness the Raja of Chamba, of the one part, and Major-General Reynell George Taylor, C.B., C.S.I., Commissioner, at present, for the Amritsar Division of the Punjab, on behalf of the British Government, of the other part :—

1. From and after the date of the execution of this present agreement, the former agreement bearing date at Dalhousie the 10th day of September 1864, shall cease to be of force, and shall be deemed to be cancelled and superseded by this present agreement.

2. The term "Forest," as used in these articles, shall mean and include—

(*a*) Those tracts of country covered with trees, or from which the trees have been felled, which, for seven years past and upwards, have paid no revenue as cultivated land to the Chamba State.

(*b*) Such other tracts of land, cultivated, or uncultivated, covered with trees or barren, as the Raja of Chamba may from time to time consent to give up for the purpose of consolidating or extending the area of any existing forest, or of forming new plantations or forests.

3. With the exception of the forests enumerated in Article 6, all forests in territories subject to His Highness the Raja of Chamba shall be preserved, worked, and managed according to the rules set forth in the schedule hereto annexed, and the right to the produce thereof shall vest in the several parties therein declared to be entitled thereto.

Provided that the said rules shall be in force for three years from date of this agreement, at the end of which time the British Government may call for a report thereon and decide whether they shall continue as they are or be in any respect added to, modified, or amended.

4. The Raja of Chamba agrees to the grant to the British Government, during the currency of this agreement, all his rights in unclaimed, waif and wind fall timber on the rivers "Chenab" and "Ravi" and their several tributaries, and in all other parts of his territories; and further to grant to the said Government the entire control of rivers and streams coming from and passing through the forests in so far as concerns the floating, management, or collection of timber in transit to the timber depôts.

5. The British Government may invest all or any of the officers in whom, under the said rules, the control of any forest, or of timber-floating operations, is vested with all or any of the powers of a Magistrate as described in the Code of Criminal Procedure in force in British India, to be exercised within the Chamba territory, for the purpose of trying and punishing offences against the rules aforesaid.

And the Raja of Chamba engages to render every aid required by the officer or officers authorized to exercise such powers for bringing to justice all persons charged with offences against the rules, and for enforcing the judgment awarded against them.

6. The following forests, groves, and trees shall be excluded from the operation of Article 3, that is to say—

(1) The forests known as "Jamwar and Kajjia," as demarcated and defined according to the terms of a letter from the Superintendent of the Chamba State to the Secretary to the Government of the Punjab in the Department of Public Works, No. 22, dated July 5th, 1869.

(2) Two hundred trees (200) of "Kelu" (*Cedrus deodara*) around the temple at Kilar; 20 of the same kind at Baira; 15 at Kothair, 60 at Bassu, 60 at Picura of the same kind; at Chanota also 60 of the same kind.

Provided always, as regards trees mentioned in the preceding clause, that they shall not be felled, but that such trees as fall by natural causes shall be at the disposal of the managers of the shrine or temple for which they are set apart for the purposes of repairing the same.

Provided also that such excepted trees may, where necessary, be marked or the area in which they stand demarcated.

(3) All trees growing on village or other lands under cultivation, not being forest lands within the meaning of Article 2.

(4) Certain groves in the vicinity of the town of Chamba, *viz.*, a grove of *Chil* trees between the River Ravi and Sao; and a grove of *Shisham* trees, about two miles from Chamba, between the River Ravi and the new road to Dalhousie.

(5) All trees growing within 200 feet on either side of the public roads hereinafter enumerated, or in the vicinity of any spring or well.

Provided that, when such road or spring or well passes through, or is situated within a forest which is reserved under the rules hereto annexed, this clause shall

not be held to affect such forest, but it shall remain in all respects as a "reserved forest" under the rules,—the British Government on their part engaging not to fell trees in such forest within 200 feet of such public road, or in the vicinity of such spring or well, without the previous consent of the Superintendent of the Chamba State.

The public roads are as follows :—

1. Chamba to Pangi.
2. Chamba to Dalhousie *viâ* Chil.
3. Chamba to Barmour and Jurma, in British Lahoul.
4. Kilar, in Pangi, to Padar, in Kashmir territory.
5. Kilar, in Pangi, to Jurma, in British Lahoul.
6. Chamba to Nurpur.
7. Chamba to Dharmsala.
8. Chamba to Badrwar, in Kashmir territory.
9. Dalhousie to Dharmsala and Nurpur.
10. Chamba to Madhopur, at the head of the Bari Doab Canal.
11. Chamba to Dalhousie, *viâ* the Kujjiar Forest.
12. Chamba to Dalhousie, by the new level road.
13. Chamba to Jumwar.
14. Chamba to Sao.
15. Dalhousie to Danera through the Chamba territory.
16. Chamba to Shahpur, on the Ravi.

7. In consideration of the rights and privileges conveyed to the British Government by the preceding articles, the British Government agree to pay to His Highness the Raja of Chamba seigniorage for every tree felled for the use of the British Government at the following rates :—

	Rs.	A.	P.
Kelu (*Cedrus deodara*), if felled on the Chenab and its tributaries	4	0	0
Kelu (*Cedrus deodara*), if felled on the Ravi or its tributaries	5	0	0
Akrot (Walnut)	3	0	0
Burj (Birch)	1	8	0
Sunnoon (Ash)	2	0	0
All other trees (including all conifers except Kelu)	2	0	0

Provided always that, if the number of trees felled by the British Government in any one year is not sufficient to make the seigniorage thereon amount to the sum of twenty thousand rupees, the seigniorage payable in such year to the Raja shall be twenty thousand rupees and not less.

And, in consideration of the right to waif and windfall conveyed by Article 4, the British Government further agree to pay to the Raja the sum of one thousand rupees annually.

8. One-fourth part of all sums paid to the Raja in respect of trees felled under Article 7 shall be set aside and devoted to the following special purposes, that is to say :—

Twenty rupees per centum of the said fourth part shall be for the Raja of Chamba to expend upon local postage service; thirty rupees per centum of the

said fourth part shall be for the Raja of Chamba to spend upon making and repairing roads and bridges; fifty rupees per centum of the said fourth part shall be returned to the British Government to be expended on the planting, restoration and conservancy of forests.

9. The accounts shall be made up half-yearly to the 31st of March and the 30th of September, and shall be rendered to His Highness the Raja of Chamba, and the payments agreed upon in Article 7 shall be made half-yearly in the months of April and October, on or before the 5th day of the month.

10. No fees or other payments except those agreed upon in Article 7 shall be demanded or be payable by the British Government or its servants on account of any forest produce. Provided that nothing in this clause shall be held to prevent the levy of tolls at bridges and ferries, or roads, lawfully payable to the Chamba State.

11. Except as provided by Article 8, the whole cost of conserving the forests which are "reserved" under the rules, together with all costs of felling and transporting timber for the use of the British Government and of maintaining the necessary establishments in such forests, shall be borne by the British Government.

12. This agreement shall continue in force for a term of 20 years, commencing from the first day of May 1864.

On the expiry of this term, it shall be renewable at the pleasure of the British Government for a further term of 20 years, on expiry whereof it shall be again renewable in a like manner until the term of 99 years, counting from the first day of May 1864, shall have expired.

At the expiry of such term it shall be at the option of the Raja of Chamba to renew this agreement or enter into a fresh one.

Provided always that any revision or modification of the rates and mode of payment described in Articles 7, 8, 9 that may be agreed to by both parties may be made at any time without affecting the continuance of this agreement or any of its provisions.

Executed this eighth day of July 1872 at Chamba.

In the presence of
J. MONTGOMERY,
Assistant Commissioner.

REYNELL G. TAYLOR,
Commr. and Supdt., Amritsar Division, on behalf of the British Government.

In the presence of
GEORGE MCANDREW, *Colonel,*
Political Superintendent of Chamba.

GOPAL SING,
Raja of Chamba,
&c., &c.

SCHEDULE I.

RULES FOR CHAMBA FORESTS.

CHAPTER I.

Of the Division of Forest Land into Reserved and Unreserved.

1. *Classification of Forests.*—There will be two classes of forests, to be called reserved and unreserved. The Conservator of Forests or such other officer as he may authorise in that behalf may from time to time, but subject always to the exceptions agreed to by the terms of the lease, declare that any forests shall be "reserved."

2. *Selection and demarcation of reserved forests.*—The Conservator of Forests, or other officer as aforesaid, may indicate by posts or other temporary marks the boundaries which, after local enquiry in concert with an official of the Chamba State deputed for the purpose, are in his opinion the true limits of the tract to be reserved. But it shall rest with the Superintendent of the Chamba State, in concert with the Conservator of Forests, to determine finally the boundaries of such tracts.

3. *Procedure after final demarcation.*—When the boundaries have been finally determined as aforesaid, the Forest Officer shall, if the tract is not already defined by natural boundaries, demarcate the same by conspicuous boundary marks according to the final decision aforesaid.

Record of boundaries.—A record of the boundaries shall be then prepared, accompanied by such maps as may be necessary. The record shall be signed by the Conservator of Forests, and an attested copy of it shall be sent for deposit to the Superintendent of the Chamba State.

4. *After final demarcation public notice to be given.*—Wherever any forest is reserved and finally demarcated under this rule, due notice shall be publicly given in the vicinity of such forest, and the inhabitants be warned against trespass or other infringement of the forest rules.

5. *Procedure in including waste or cultivated land for plantations, &c.*—If in any case it is desired to include in a reserved forest area any waste or cultivated land which is not forest within the meaning of Article 2 of the agreement, or to take up a plot of such land for the purpose of plantation, such plot shall only be included or taken up with the consent of the Superintendent of the Chamba State, and after payment of such compensation, if any, as he may award. After declaration of such consent and the determination of compensation, if any, the plot may be included in the area of a reserved forest or demarcated as a separately reserved forest, as the case may be.

6. *Control of reserved forests.*—Reserved forests shall be under the exclusive control of the officer appointed by the British Government to be Conservator of Forests in the Punjab, and of such officers subordinate to the Conservator as may be appointed by the said Government to the charge of any divisions of the forests.

7. *General rights to produce in reserved forests.*—Except where otherwise expressly provided, the British Government shall have the exclusive right to the produce of such forests.

8. *Management of unreserved forests.*—All other forests to which these rules apply are called "unreserved" forests. They will be under the management of the Superintendent of the Chamba State.

9. *Right to produce in unreserved forests.*—Subject to the protective provision hereinafter contained, the unreserved forests are open to the Raja of Chamba for his own use for the exercise of such forest privileges as are allowed by His Highness, but not for the purpose of sale or merchandize.

CHAPTER 2.

Of the protection of Unreserved Forests.

10. *Conservancy of unreserved forests ; acts prohibited.*—Unless expressly permitted by the Superintendent of the Chamba State, the following acts are prohibited in all unreserved forests :—

(*a*) Breaking of forest land for cultivation.

(*b*) Setting fire to grass tracts in the vicinity of forests, or negligently permitting fire to extend thereto.

(*c*) Setting fire to trees, brushwood, or stumps.

(*d*) Cutting out slabs, torches, etc., from the stems of standing trees, barking or boring for turpentine, or otherwise injuring standing trees.

(*e*) Lopping the branches of the *valuable* kinds of trees afterwards enumerated ; cutting young trees of the *valuable* kinds if less than four feet in girth at three feet from the ground.

(*f*) Selling standing trees.

(*g*) Cutting the valuable kinds of trees hereafter enumerated without the written permission of the Superintendent of the Chamba State, or of someone authorized by him to grant such permission. The valuable kinds of trees alluded to in the foregoing rules are—

Kelu (*C. deodara*).
Darchil (*C. excelsa*).
Chil (*P. longifolia*) (in tracts where the Superintendent may specially order).
Akrot, walnut (*Juglans regia*).
Sunnu, ash (*Fraxinus floribunda*).
Tun or dour, hill tun (*Cedrela serrata*).
Chinar, plane (*Platanus orientalis*).

Permission shall not be given for the felling of more than an aggregate number, in all the unreserved forests together, of 300 Kelu trees in any one year, and return of Kelu trees so felled shall be annually rendered by the Superintendent of Chamba State to the Conservator of Forests.

CHAPTER 3.

Of the Protection of " Reserved Forests."

11. *Conservancy of Reserved Forests.*—All the prohibitions enumerated in Rule 10 shall (*mutatis mutandis*) be enforced in reserved forests. In addition thereto, the following acts are prohibited in reserved forests :—

(*h*) Traversing a forest except on authorized or public roads and pathways.

(*i*) Grazing or trespass by cattle or flocks and driving of cattle or flocks except on authorized or public roads and pathways.

(*k*) Collecting grass, brushwood, or fodder.

(*l*) Collecting fallen timber.

(*m*) Collecting gums, resins, wax, honey or other forest produce.

(*n*) Kindling a fire in the forest or carrying fire except on an authorized road or pathway.

(*o*) Carrying any implements for cutting wood or grass except on an authorized public road or pathway, and except it is carried in pursuance of a license to cut.

And generally no forest rights or privileges of any kind shall be exercised in reserved tracts.

Proviso for cases where privileges are to be allowed in Reserved Forests.—Provided always that, if in any case it has not been found practicable, when making the selection of reserved forests, to leave a sufficient or conveniently situated area of forest as unreserved for the exercise of forest privileges, or if there are no sufficient grazing grounds in the vicinity, or if in any other special case it shall be deemed desirable, the exercise of certain forest privileges may be allowed in the " Reserved " Forests.

Privileges allowed.—But in such cases the privileges to be allowed are—

(*a*) Cutting wood for necessary building and agricultural purposes.

(*b*) Cutting grass.

(*c*) Grazing of cattle.

(*d*) Fuel.

12. *Definition of such privileges and conditions of exercise.*—When any privileges are allowed in a reserved forest under the proviso to the last preceding rule, such privileges shall be defined by the Superintendent of Chamba in concert with forest officers and recorded, and the signature of the headmen of the village shall be affixed to such record.

Conditions of felling.—All trees felled under such circumstances shall be so pursuant to a written permit granted by the forest officer, which shall specify the place and other conditions of felling, and shall fix a fair and sufficient time within which such license must be exercised. Permits to fell must be returned to the forest officer as soon as the time mentioned therein has expired, or as soon as the trees have been felled, if felled before the expiry of the time.

Of other privileges.—Cutting grass, grazing, and the collection of fuel to be practised in such portion of the forest as the forest officers shall assign for the purpose.

13. *Timber required for public works in special cases.*—If in any case, in the execution of any public work, or in the making of any road or bridge, His Highness the Raja shall require timber which cannot conveniently be taken from an unreserved forest, the forest officer shall, if the amount be reasonable, and can be spared without injury to the forest, give a written permit authorizing the timber to be felled in a reserved forest in a suitable and proper locality.

14. *Closing unnecessary footpaths in Reserved Forest.*—Whenever any unnecessary footpath or road passes through a reserved forest, thereby rendering its proper conservancy difficulty to maintain, the forest officers may, with the consent of the Superintendent of Chamba, close it against traffic. Due notice of the closing of such road or pathway shall be publicly given in the vicinity.

CHAPTER 4.

Of Timber in transit.

15. *Right to timber in transit not covered by a pass.*—All timber passing down the rivers Chenab and Ravi across the boundary of the Chamba territory, unless covered by a pass from the Conservator of Forests, or one of his subordinates authorized to grant such passes, and unless marked in the manner described in the pass, shall be deemed to be the property of the British Government, and may be taken possession of by the Conservator of Forests or his subordinate as aforesaid: such timber shall not be released until the claimant proves his title to the satisfaction of the Conservator of Forests, or of his subordinate as aforesaid, and pays such expenses as may have been incurred in catching and keeping the timber.

Proof of ownership.

16. *Removal, destruction and defacement of logs.*—No person shall, without the permission of the Conservator of Forests, or his subordinate, remove, cut up, burn, deface the marks of, or mark again, any timber whether stranded or floating, provided that this rule shall not interfere with the privilege of the villagers to take for firewood stranded pieces of timber which are not, however, to be larger than *one man* can lift by himself.

CHAPTER 5.

Of the Punishment of Forest Offences.

17. *Offences in Unreserved Forests.*—Any person who breaks any rule relating to Unreserved Forests shall be liable to the jurisdiction of the Raja of Chamba for punishment according to law.

18. *In Reserved Forests.*—Any person who breaks any rule relating to the "Reserved Forests" shall be liable, on conviction before the Superintendent of Chamba State, or before a forest officer invested with magisterial powers under

Article 5 of the Agreement, to fine not exceeding one hundred rupees, or in default of payment, to three months' imprisonment with or without hard labour.

Proviso where act in breach of rules also constitutes a serious offence.—Provided always that when the act which is a breach of the rules amounts to a serious offence, such as mischief or theft, if the case is brought before the Superintendent, he may try the case as for such grave offence instead of proceeding under these rules; and if the case is brought before a forest officer with powers as aforesaid, he may, instead of proceeding as for a breach of the rules, forward the case with written report to the Superintendent of the Chamba State, who may try the case and award such punishment as may be proper.

No. XCV.

POSTAL CONVENTION for the EXCHANGE of CORRESPONDENCE, PARCELS, INSURED and VALUE-PAYABLE ARTICLES, and MONEY ORDERS, between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICES in the territories of HIS HIGHNESS the RAJAH of CHAMBA,—1896.

ARTICLE 1.

There shall be a mutual exchange of correspondence, parcels, and money orders, between the Imperial Post Office of British India, hereinafter termed the "Imperial Post," and the Post Offices in the territories of His Highness the Rajah of Chamba hereinafter termed the "Chamba State Post." This exchange, which shall also include registered, insured and value-payable articles, shall be governed by the rules given in the Indian Postal Guide .or the time being. The term "correspondence" shall include letters, postcards, newspapers, and book and pattern packets.

ARTICLE 2.

There shall be two offices of exchange, *viz.*, the Imperial Post Office at Dalhousie on the side of British India, and the Chamba State Post Office at Chamba on the side of the Chamba State. These offices of exchange alone shall be authorized to deal with articles giving rise to accounts.

ARTICLE 3.

Indian postage stamps, post-cards, and embossed envelopes, overprinted with the words "Chamba State" shall be supplied on indent by the Government of India to the Chamba State at cost price. They shall be sold by the Chamba State to the public at the value marked on each postage stamp, post-card, or embossed envelope. Indian postage stamps overprinted with the word "Service" in addition to the words "Chamba State" shall also be supplied on indent by the Government of India to the Chamba State at cost price, and these overprinted stamps shall be used solely for the purpose of prepaying correspondence on the service of the Chamba State posted in that State.

ARTICLE 4.

These overprinted postage stamps, post-cards, and embossed envelopes overprinted with the words "Chamba State" shall alone be used in the Chamba State for the prepayment of INLAND correspondence, and they shall be recognized by the Imperial Post only when attached to inland correspondence, posted within the limits of the State of Chamba.

ARTICLE 5.

The rates of postage, fees, or commission charged by the Chamba State Post on all classes of correspondence, paid and unpaid, registered and unregistered, insured and value-payable, on all parcels, and on all money orders, shall not be in excess of the rates charged by the Imperial Post.

ARTICLE 6.

Responsibility for articles insured, and for payment of compensation under the rules given in the Indian Postal Guide for the time being, shall rest with the Imperial Post Office, while the articles concerned are in its custody; and with the Chamba State, while the articles concerned are in its custody.

ARTICLE 7.

Articles of all kinds superscribed "On Postal Service," and franked by the signature and official designation of an officer of the Imperial Post or an officer of the Chamba State Post, shall be exchanged free of all charge as respects postage.

ARTICLE 8.

The Government of India shall bear the cost of conveying mails within the limits of British territory, and the Chamba Darbar shall bear the cost of conveying mails within the limits of the State of Chamba. But the Imperial Post shall be entitled to the free conveyance of mails over postal lines in the Chamba State, whether such mails be intended for transmission to a Chamba State Post Office or an Imperial Post Office, and similarly the Chamba State Post shall be entitled to the free conveyance of mails over Imperial postal lines, whether such mails be intended for transmission to an Imperial Post Office or Chamba State Post Office.

ARTICLE 9.

Inland correspondence, registered and unregistered, received from the Chamba State Post, fully prepaid with the overprinted postage stamps described in Article 3 (including correspondence prepaid by Chamba State service stamps), shall be delivered in British India free of all charge on account of postage.

ARTICLE 10.

Inland correspondence received from the Chamba State Post, not fully prepaid with the overprinted postage stamps described in Article 3, shall be treated

by the Imperial Post as though originally posted in British India, and charged on delivery with the usual rates for inland unpaid postage, which shall be retained by the Imperial Post.

ARTICLE 11.

Fully prepaid inland correspondence, registered and unregistered (including correspondence prepaid by service stamps), transferred by the Imperial Post, shall be delivered by the Chamba State Post free of all charge on account of postage.

ARTICLE 12.

On inland correspondence, not fully prepaid, transferred by the Imperial Post for delivery through the Chamba State Post, the latter shall retain the postage it realizes.

ARTICLE 13.

Unclaimed and refused inland correspondence shall be exchanged in both directions, but the exchange shall be accompanied by no accounts.

ARTICLE 14.

Fully prepaid foreign correspondence, addressed to any place in the Chamba State, shall be delivered by the Chamba State Post free of all charges on account of postage; but if such correspondence be unpaid or insufficiently paid, it shall be delivered on payment of the amount *taxed thereon by the Imperial Post;* and the amount so collected shall be remitted to the Imperial Office of Exchange (Dalhousie).

ARTICLE 15.

On foreign correspondence posted in the Chamba State postage can be prepaid only by means of Imperial postage stamps not bearing the overprint "Chamba State." Postage stamps overprinted with the words "Chamba State" shall not be recognized in payment of postage on foreign correspondence.

ARTICLE 16.

Prepayment of inland parcel postage between the Imperial Post and the Chambe State Post, in both directions, shall be compulsory.

ARTICLE 17.

Inland parcels, received from the Chamba State Post, shall be delivered in British India free of all charge on account of postage.

ARTICLE 18.

Inland parcels, transferred by the Imperial Post for delivery through the Chamba State Post, shall be delivered free of all charge on account of postage.

ARTICLE 19.

Fully prepaid foreign parcels, addressed to any place in the Chamba State, shall be delivered by the Chamba State Post free of all charge on account of postage; but if such parcels be unpaid, they shall be delivered on payment of the amount *taxed thereon by the Imperial Post,* and the amount so collected shall be remitted to the Imperial Office of Exchange (Dalhousie).

ARTICLE 20.

Prepayment of postage, at the rates published in the Indian Postal Guide, is compulsory in the case of all foreign parcels posted in Chamba. The postage so collected shall be remitted to the Imperial Office of Exchange (Dalhousie).

ARTICLE 21.

The Imperial inland money order rules, as given in the Indian Postal Guide for the time being, shall be adopted by the Chamba State Post, and the Imperial inland form of money order application shall be used.

ARTICLE 22.

Money orders, issued by the Chamba State Post for payment in British India shall all be sent by the Chamba Office of Exchange to the Imperial Office of Exchange (Dalhousie). Such money orders shall be paid in full in British India free of all charges and without deduction on any account whatsoever.

ARTICLE 23.

Money orders, issued by the Imperial Post for payment by the Chamba State Post, shall be transferred to the Chamba Office of Exchange by the Imperial Office of Exchange (Dalhousie). Such money orders shall be paid in full in the Chamba State free of all charges and without deduction on any account whatsoever.

ARTICLE 24.

The postal administration which collects the money from remitters of money orders shall account to the administration which pays them for the total amount of the orders issued in each month, together with one-half per cent. additional on the monthly total by way of commission.

ARTICLE 25.

A monthly account current showing the amount to be credited to the Chamba State on account of money orders paid by the Chamba State Post, and the amount to be debited to the Chamba State on account of money orders issued by the Chamba State Post shall be rendered by the Imperial Office of Exchange (Dalhousie) to the Chamba Office of Exchange. If the balance of this account is in favour of the Chamba State Post, it shall be paid at once by the Imperial

Office of Exchange (Dalhousie), and if it is in favour of the Imperial Post, it shall be paid by the Chamba Office of Exchange immediately after the monthly account current is rendered.

ARTICLE 26.

The Director-General of the Post Office of India and the Chamba Darbar shall have authority to draw up, in direct communication with one another, detailed regulations for giving effect to this Convention, and to settle all matters of detail and procedure connected with the exchange of articles between the Imperial Post and the Chamba State Post, including the selection of Post Offices, situated in British India or in the Chamba State, between which postal communication shall be maintained. The detailed regulations so drawn up shall be subject to such modification as may, from time to time, be mutually agreed to by the said authorities.

ARTICLE 27.

This Convention, which supersedes the Postal Convention dated the 30th September 1886, shall continue in force until it is terminated or revised by mutual agreement, or until one year's notice to terminate it shall have been given by the Director-General of the Post Office of India on behalf of the Government of India or by the Chamba State.

I quite agree to accept the foregoing articles.

Signed by the Director-General of the Post Office of India on the 10th day of August 1896.

A. U. FANSHAWE,

Director-General of the Post Office of India.

Signed by SHAM SINGH, Rajah of Chamba, on the 19th day of September 1896.

Approved and confirmed by the Government of India.

By order,

H. S. BARNES,

Offg. Secy. to the Govt. of India, Foreign Department.

SIMLA,

The 1st October 1896.

A similar Convention was concluded at the same time with Faridkot. This was, however, cancelled in 1901.

No. XCVI.

AGREEMENT for the RENEWAL of the LEASE of the CHAMBA FORESTS,—1905.

Articles of Agreement made this eighteenth day of September 1905 between His Highness Raja Bhure Singh of Chamba of the one part and Romer Edward Younghusband, Commissioner of the Lahore Division, Punjab, for and on behalf of the British Government, of the other part. Whereas by an agreement, bearing date at Dalhousie, the tenth day of December one thousand eight hundred and sixty-four, His Highness Sri Singh, Raja of Chamba, having requested the aid of the British Government in the management of his forests, did for that purpose lease the said forests to the British Government on the terms and conditions therein set forth. And whereas certain additions to and alterations in the said agreement having been from time to time consented to by the parties thereto, it was deemed in the year one thousand eight hundred and seventy-two advisable to embody the said additions and alterations in a new form of agreement, and also to make more definite provision by the terms of such agreement for the proper conservancy of the forests aforesaid: And whereas a new agreement, bearing date at Chamba the eighth day of July one thousand eight hundred and seventy-two, was accordingly executed by His Highness Gopal Singh, Raja of Chamba, of the one part and Reynell G. Taylor, Commissioner and Superintendent, Amritsar Division, on behalf of the British Government, of the other part, for the purposes aforesaid: And whereas it was provided by the last-named agreement that " any revision or modification of the rates and mode of payment described in Articles VII, VIII, IX of the said agreement that may be agreed to by both parties may be made at any time without affecting the continuance of this agreement or any of its provisions ": And whereas it was also provided by the said agreement, dated at Chamba the eighth day of July one thousand eight hundred and seventy-two, that on the expiry of the term of the said agreement it should be renewable at the pleasure of the British Government for a further term of twenty years, on expiry whereof it should be again renewable in a like manner until the term of ninety-nine years counting from the first day of May one thousand eight hundred and sixty-four should have expired: And whereas the term of the said agreement, dated at Chamba the eighth day of July one thousand eight hundred and seventy-two, expired on the last day of April one thousand eight hundred and eighty-four: And whereas timely notice of renewal of the said agreement for a further period of twenty years was duly given to His Highness the Raja of Chamba by the British Government: And whereas in exercise of the power reserved by the aforesaid proviso certain additions to and alterations in the said agreement dated Chamba the 8th day of July 1872 were from time to time consented to by the parties thereto: And whereas it was deemed advisable to embody the said additions and alterations and others also consented to by the said parties in a further formal agreement: And whereas a new agreement bearing date the 24th day of May 1886 was accordingly executed by His Highness Raja Sham Singh of Chamba of the one part and George Robert Elsmie, Commissioner for the time being of the Lahore Division, Punjab, on

behalf of the British Government of the other part embodying the said additions and alterations: And whereas the parties to the last hereinbefore recited agreement, being of opinion that the appropriateness of certain terms used therein to duly express the true intent and meaning of the parties thereto was open to doubt and that Article XI of the said Agreement was unnecessary and should not have been therein included, executed a Supplementary Agreement dated Dalhousie the 23rd day of August 1887 whereby the meaning of the parties was made more clear and the said Article XI was thereby cancelled: And whereas in accordance with the power granted by Article XII of the said agreement dated Chamba the 24th day of May 1886 the British Government is desirous of renewing the said agreement as modified by the said Supplementary Agreement dated the 23rd day of August 1887 for a further term of twenty years and the parties hereto to facilitate the settling of accounts and for other purposes have agreed to certain further modifications and alterations of the terms of the agreement as hereinafter appears: Now therefore these articles witness as follows:

I.—From and after the date of the execution of this agreement, the former agreements, bearing date Chamba the 24th day of May 1886 and Dalhousie the 23rd day of August 1887, shall cease to be of force and shall be deemed to be cancelled and superseded by this present agreement.

II.—The term " forest " as used in these articles, shall mean and include (*a*) those tracts of country covered with trees or from which trees have been felled, (*b*) such other tracts of land cultivated or uncultivated covered with trees or barren as the Raja of Chamba may from time to time consent to give up for the purpose of consolidating or extending the area of any existing forest or forming new plantations or forests.

III.—With the exception of the forests enumerated in Article VI all forests in the territories subject to the Raja of Chamba shall be preserved, worked and managed according to the rules set forth in the Schedule hereto annexed and the right to the produce thereof excepting wild animals, birds, honey, wax, fruits and flowers shall vest in the British Government unless otherwise provided for and declared by the terms of this lease or the rules under it and by any record of rights or privileges framed thereunder.

IV.—The Raja of Chamba agrees to grant to the British Government during the currency of this agreement all his rights in unclaimed waif and windfall timber on the rivers Chenab and Ravi and their several tributaries and in all other parts of his territories, and further to grant to the said Government the entire control of rivers and streams coming from and passing through the forests in so far as concerns the floating, management or collection of timber in transit to the timber depots.

V.—The British Government may invest all or any of the officers under whom, in the said rules, the control of any forest, or of timber floating operations is vested with all or any of the powers of a Magistrate as described in the Code of Criminal Procedure in force in British India to be exercised within the Chamba territory for the purpose of trying and punishing offences against the rules afore-

said. The Raja of Chamba engages to render every aid required by the officer or officers authorised to exercise such powers for bringing to justice all persons charged with offences against the rules and for enforcing the judgment awarded against them.

VI.—The following forests, groves and trees shall be excluded from the operation of Article III, that is to say:—

(1) The forests known as Jamwar and Kajjiar as demarcated and defined according to the terms of a letter from the Superintendent of the Chamba State to the Secretary to the Government of the Punjab in the Department of Public Works, No. 22, dated 5th July 1869.

(2) Two hundred deodar trees (Kelu) around the temple, at Kilar, twenty of the same kind at Baira, fifteen at Kathair, sixty at Bassu, sixty at Pinra and sixty at Chanota:

Provided always as regards trees noted in the preceding clause, that they shall not be felled, but that such as fall by natural causes shall be at the disposal of the managers of the shrine or temple for which they are set apart, for the purpose of repairing the same.

Provided also that such excepted trees may where necessary be marked or the area in which they stand demarcated.

(3) All trees growing on village or other lands under cultivation not being forest lands within the meaning of Article II.

(4) Certain groves in the vicinity of the town of Chamba, namely, a grove of chil trees between the rivers Ravi and Sao and a grove of shisham trees about two miles from Chamba between the Ravi and the low level road to Dalhousie.

(5) All trees growing within two hundred feet on either side of the public roads hereinafter enumerated or in the vicinity of any spring or well. Provided that when such road or spring or well passes through or is situated within a forest which is reserved under the annexed rules this clause shall not be held to affect such forest; but it shall remain in all respects as a "reserved forest" under the rules. The British Government on their part engage not to fell trees in such forest within two hundred feet of such public road, spring or well without the previous consent of the Raja of Chamba.

The public roads are as follows:—

1. Chamba to Kilar in Pangi.
2. „ „ Dalhousie *viâ* Chil.
3. „ „ „ „ Kolri.
4. „ „ „ „ Kajjiar.
5. „ „ Barmaor and Jurma.
6. „ „ Sao.
7. „ „ Nurpur.
8. „ „ Dharmsala.

9. Chamba to the Budrawar border *viâ* Bhandal
10. „ „ Jamwar.
11. „ „ Shahpur on the Ravi.
12. Dalhousie to Dharmsala and Nurpur.
13. „ „ Dunera.
14. Kilar to Pangi border towards Padar.
15. „ „ Jurma in British Lahul.

VII.—In consideration of the rights and privileges conveyed to the British Government by the preceding Articles, the British Government agrees to pay to His Highness the Raja of Chamba the whole income accruing to the British Government under this agreement after deducting therefrom all sums advanced for the entire cost of working, supervision, protection and improvement, as well as all other charges which are ordinarily to form part of the expenditure connected with the management of the said forests.

VIII.—In consideration of the payments made by the British Government under Article VII the Raja agrees to keep in good repair all existing roads and bridges which are used as lines of communication with the reserved forests, and further to supply a bi-weekly postal service to all forest officers while on duty in his territory.

IX.—(1) Copies of the monthly accounts of income and expenditure in respect of the said forests shall be rendered to the Raja, and the annual account of the preceding financial year shall be made up and submitted to the Raja on or before the first day of July of each year and the sum found due in accordance with the provisions of Clause VII of this agreement shall be paid to him within the period of six months from the close of the financial year to which it relates.

(2) If when the annual accounts for any financial year are made up, it appears that the income derived from the said forests is less than the amount which the British Government is, under Clause VII of this agreement, entitled to deduct, the Raja, on the submission of the annual accounts to him, shall pay the difference between the income and the said amount to be deducted within the period of six months from the close of the said financial year, or, should he so desire, the said difference shall be deducted from the first revenues realized in the financial year following that for which it became due and payable or in subsequent years if necessary.

(3) For the purpose of this clause the expression " financial year " shall mean the year commencing on the first day of April.

X.—No fees or other payments except those agreed upon in Article VII shall be demanded or be payable by the British Government or its servants on account of any forest produce.

Provided that nothing in this clause shall be held to prevent the levy of tolls at bridges and ferries or roads, lawfully payable to the Chamba State.

XI.—This agreement shall continue in force for a term of twenty years commencing from the first day of May one thousand nine hundred and four. On

the expiry of this term it shall be renewable at the pleasure of the British Government for a further term of twenty years, on expiry whereof it shall be again renewable in a like manner until the term of ninety-nine years shall have expired counting from the first day of May one thousand eight hundred and sixty-four. At the expiry of such term it shall be at the option of the Raja of Chamba to renew this agreement or enter into a fresh one. Provided always that any revision or modification of the payments or node of payment described in Articles VII and IX that may be agreed to by both parties may be made at any time without affecting the continuance of this agreement or any of its provisions.

In witness whereof the said parties have hereunto set their hands and seals, on the dates hereinafter mentioned respectively.

Signed, sealed and delivered by the said Bhure Singh, Raja of Chamba, at Chamba on the eighth day of September 1905 in the presence of SUBODH CHANDRA BANERJEE, *Head Master, State High School.*	BHURE SINGH, *Raja of Chamba.*
Signed, sealed, and delivered for and on behalf of the British Government by R. E. Younghusband, Commissioner and Superintendent of the Lahore Division, acting under the orders of the Hon'ble the Lieutenant-Governor of the Punjab, at Dalhousie on the 18th September 1905, in the presence of K. HARRIS, *Major.* P. L. LEARED, *Lieutenant.*	R. E. YOUNGHUSBAND, *Commissioner.*

SCHEDULE.

RULES FOR CHAMBA FORESTS.

CHAPTER I.

Of the Division of Forest Land into Reserved and Unreserved.

1. *Classification of forests.*—There will be two classes of forests, to be called reserved and unreserved. The Conservator of Forests, or such other officer as he may authorize in that behalf, may from time to time, but subject always to

the exceptions agreed to by the terms of the lease, declare that any forests shall be reserved.

2. *Selection and demarcation of reserved forests.*—The Conservator of Forests or such officer as aforesaid, may indicate by posts or other temporary marks, the boundaries which, after local enquiry in concert with an official of the Chamba State deputed for the purpose, are in his opinion the true limits of the tracts to be reserved, but it shall rest with the Raja of Chamba in concert with the Conservator of Forests to determine finally the boundaries of such tracts.

3. *Procedure after final demarcation.*—When the boundaries have been finally determined as aforesaid, the Forest Officer shall, if the tract is not already defined by natural boundaries, demarcate the same by conspicuous boundary marks according to the final decision aforesaid.

Record of boundaries.—A record of the boundaries shall then be prepared, accompanied by such maps as may be necessary. The record shall be signed by the Conservator of Forests, and an attested copy shall be sent for deposit to the Raja of Chamba.

4. *After final demarcation public notice to be given.*—Whenever any forest is reserved and finally demarcated under this rule, due notice shall be publicly given in the vicinity of such forest and the inhabitants be warned against trespass or other infringement of the forest rules.

5. *Procedure in including waste or cultivated lands for plantations.*—If in any case it is desired to include in reserved forest area any waste or cultivated land which is not forest within the meaning of Article II of the agreement, or to take up a plot of such land for the purpose of plantation, such plot shall only be included or taken up with the consent of the Raja of Chamba and after payment of such compensation as he may award. After declaration of consent and payment of such compensation the plot may be included in the area of a reserved forest or demarcated as a separately reserved forest.

6. *Control of reserved forests.*—Reserved forests shall be under the exclusive control of the officer appointed by the British Government to be Conservator of Forests in the Punjab, and of such officers subordinate to the Conservator as may be appointed by the said Government to the charge of the Chamba Division.

7. *General rights to produce in reserved forests.*—Except when otherwise expressly provided for the British Government shall have the exclusive right to the produce of such forests.

8. *Management of unreserved forests.*—All other forests to which these rules apply are called "unreserved forests." They will be under the management of the Raja of Chamba.

9. *Rights to produce in unreserved forests.*—Subject to the protective provision hereinafter contained, the unreserved forests are open to the Raja of Chamba for his own use, for the exercise of such forest privileges as are allowed by His Highness, but not for the purpose of sale and merchandise. *Except* that the Raja may permit the collection and sale of dry and fallen timber and inferior trees

for fuel, grass, wild animals, birds, honey, wax, fruit and flowers, taking care that such collection is effected in such a manner as not to injure the forest or contravene any specific rule.

CHAPTER II.

Of protection of unreserved forests.

10. *Conservancy of unreserved forests; acts prohibited.*—Unless expressly permitted by the Raja of Chamba, the following acts are prohibited in all unreserved forests:

(*a*) Breaking up forest land for cultivation.

(*b*) Setting fire to grass tracts in the vicinity of forests or negligently permitting fire to extend thereto.

(*c*) Setting fire to trees, brushwood or stumps.

(*d*) Cutting out slabs, torches, from the stems of standing trees, barking or boring for turpentine, or otherwise injuring standing trees.

(*e*) Lopping off branches of the *valuable* kinds of trees afterwards enumerated, cutting young trees of the valuable kinds if less than four feet in girth at three feet from the ground.

(*f*) Selling dry and fallen timber and inferior trees for fuel.

(*g*) Cutting the valuable kinds of trees detailed below without the written permission of the Raja or someone authorized by him to give such permission :—

Kelu (deodar)	Cedrus deodara.
Darchil	Pinus excelsa.
Chil	Pinus longifolia.
Akhrot (walnut)	Juglans regia.
Sunu (ash)	Fraxinus floribunda.
Tun (hill tun)	Cedrela serrata.
Chinar (plane)	Platanus orientalis.

Permission shall not be given for the felling of more than three hundred deodar trees in the unreserved forests in any one year, and the return of the trees so felled shall be annually rendered by the Raja of Chamba to the Conservator of Forests.

Permits to cut deodar trees shall specify the places and time within which they must be exercised, and they shall be returned to the official by whom they were issued as soon as the time mentioned therein has expired.

CHAPTER III.

Of the protection of reserved forests.

11. *Conservancy of reserved forest.*—All prohibitions enumerated in Rule 10 shall (*mutatis mutandis*) be enforced in reserved forests.

In addition thereto the following acts are prohibited in reserved forests :—

(*h*) Traversing a forest except on authorized or public roads and pathways.

(*i*) Grazing or trespass by cattle or flocks and driving of cattle or flocks except on public roads and pathways.

(*k*) Collecting grass, brushwood or fodder.

(*l*) Collecting fallen timber.

(*m*) Removing soil, dead leaves, or moss from the forest or collecting gums and resins. The collection of wax, honey, madder root, fruit, flowers, wild animals and birds which is not specifically prohibited in the rules is permitted in reserved forests, provided that it is effected by some person who is recorded as the responsible right-holder, and who is bound to effect such collection without trampling or destroying seedlings or young trees, making deep holes in the forest soil, or otherwise unnecessarily injuring the forests.

(*n*) Kindling a fire in the forests or carrying fire except on an authorised road or pathway.

(*o*) Carrying any implements for cutting wood or grass except on an authorized road or pathway, and except it is carried in pursuance of a license to cut ; and generally no forest rights or privileges of any kind shall be exercised in reserved tracts. Provided that the Forest Officer may permit the Raja when necessary to take what grass and fuel he requires for his personal use, subject to the provision in rule (*m*). Provided also always that if in any case it has not been found practicable when selecting reserved forests to leave a sufficient or conveniently situated area of forests as unreserved for the exercise of forest privileges, or if there are no sufficient grazing grounds in the vicinity or if in any other special case it shall be deemed desirable, the exercise of certain forest privileges may be allowed in reserved forests. But in such cases the only privileges to be allowed are—

(*a*) Cutting wood for necessary building or agricultural purposes.

(*b*) Cutting grass and fodder.

(*c*) Grazing cattle and sheep.

(*d*) Fuel.

12. *Definition of privileges and conditions of exercise.*—When any privileges are allowed in a reserved forest under the proviso to the last preceding rule, such privileges shall be defined by the Raja of Chamba in concert with the Forest Officers and recorded, and the signatures of the " ilaqua " headmen shall be affixed to such record.

Conditions of felling.—All trees felled under such circumstances shall be so pursuant to a written permit granted by the Forest Officer, which shall specify the place and conditions of felling, and shall fix a fair and sufficient time for felling and removal.

Permits to fell must be returned to the Forest Officer as soon as the time mentioned therein has expired, or as soon as the trees have been felled, if felled before the expiry of the time.

Of other privileges.—Cutting grass, grazing and the collection of fuel may be practised in such portion of the forest as the Forest Officers shall assign for the purpose.

13. *Timber required for public works in special cases.*—If in any case, in the building of any place, public work, bridge, or roadway, His Highness shall require timber which cannot be conveniently taken from an unreserved forest, the Forest Officer shall, if the amount be reasonable and can be spared without injury to the forest, give a written permit for the timber to be felled in a reserved forest in a suitable and proper locality, or timber may be sawn up by the Forest Officer and supplied at cost price at his discretion.

Closing unnecessary footpaths in reserved forests.—Whenever any unnecessary road or pathway passes through a reserved forest, thus rendering its proper conservancy difficult to maintain, the Forest Officer may, with the consent of the Raja, close it against traffic. Due notice of such closing shall be publicly given in the vicinity.

CHAPTER IV.

15. *Right to timber not covered by a pass.*—All timber passing down the rivers Chenab and Ravi across the boundary of the Chamba territory, unless covered by a pass from the Conservator of Forests or an authorized subordinate, and unless marked in the manner described in the pass, shall be deemed to be the property of the British Government, and may be taken possession of by the Conservator of Forests or his authorized subordinate. Such timber shall not be released until the claimant prove his title to the satisfaction of the Conservator or his authorized subordinate, and pays the expenses incurred in catching and keeping the timber.

16. *Removal, destruction and defacement of logs.*—No person shall, without the permission of the Conservator of Forests or his subordinate, remove, cut up, burn, deface the marks of or mark again, any timber whether stranded or floating : provided that this rule shall not interfere with the privileges of the villagers to take for firewood stranded pieces of timber which while not bearing any property mark, or not having been sawn are not, however, to be larger than one man can lift by himself.

CHAPTER V.

Of the Punishment of Forest Offences.

17. *Offences in unreserved forests.*—Any person who breaks any rule relating to unreserved forests shall be liable to the jurisdiction of the Raja of Chamba for punishment according to law.

18. *Offences in reserved forests.*—Any person who breaks any rule relating to reserved forests shall be liable, on conviction before the Raja of Chamba or before a Forest Officer invested with magisterial powers under Article V of the agreement, to fine not exceeding one hundred rupees, or in default of payment, to three months' imprisonment with or without hard labour. Provided always that when the act which is a breach of the rules amounts to a serious offence, such as mischief or theft, if the case is brought before the Raja he may try the case as for such grave offence instead of proceeding under these rules; and if the case is brought before a Forest Officer with powers as aforesaid he may, instead of proceeding as for a breach of the rules, forward the case with a written report to the Raja of Chamba, who may try the case and award such punishment as may be proper.

Signed, sealed and delivered by the said Bhure Singh, Raja of Chamba, at Chamba on the eighth day of September 1905 in the presence of SUBODH CHANDRA BANERJEE, *Head Master, State High School.*	BHURE SINGH, *Raja of Chamba.*
Signed, sealed, and delivered for and on behalf of the British Government by R. E. Younghusband, Commissioner and Superintendent of the Lahore Division, acting under the orders of the Hon'ble the Lieutenant-Governor of the Punjab, at Chamba in the presence of K. HARRIS, *Major.* P. L. LEARED, *Lieutenant.*	R. E. YOUNGHUSBAND, *Commissioner.*

No. XCVII.

TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL granting the State of SOOKEIT to RAJA OOGER SEIN, dated 24th October 1846.

Whereas by the Treaty concluded between the British and Sikh Governments on the 9th March 1846, the hill country has come into the possession of the Honorable Company; and whereas Raja Ooger Sein, Chief of Sookeit, the highly dignified, evinced his sincere attachment and devotion to the British Government;

the State of Sookiet comprised within the same boundaries as at the commencement of the British occupation, together with full administrative powers within the same, is now granted by the British Government to him and the heirs male of his body by his Ranee, from generation to generation. On failure of such heirs, any other male heir who may be proved to the British Government to be next of kin to the Raja shall obtain the above State, with administrative powers.

Be it known to the Raja that the British Government shall be at liberty to remove any one from the Guddee of Sookeit who may prove to be of worthless character and incapable of properly conducting the administration of his State, and to appoint such other nearest heir of the Raja to succeed him as may be capable of the administration of the State and entitled to succeed. The Raja, or any one as above described who may succeed him, shall abide by the following terms entered in this Sunnud, *viz.* :—

1st.—The Raja shall pay annually into the treasury of Simla and Subathoo eleven thousand Company's Rupees as nuzzuranah by two instalments; the first instalment on the 1st of June, corresponding with Jeth, and the second instalment on the 1st of November, corresponding with Kartic.

2nd.—He shall not levy tolls and duties on goods imported and exported, but shall consider it incumbent on him to protect bankers and traders within his State.

3rd.—He shall construct roads within his territory not less than 12 feet in width, and keep them in repair.

4th.—On the breaking out of disturbances he shall, together with his troops and hill porters, whenever required, join the British army, and be ready to execute whatever orders may be issued to him by the British authorities and supply provisions according to his means.

5th.—He shall refer to the British Courts whatever dispute may arise between him and any other chief.

6th.—The Raja shall not alienate any portion of the lands of the said territory without the knowledge and consent of the British Government, nor transfer it by way of mortgage.

7th.—He shall so put a stop to the practices of slave-dealing, suttee, female infanticide, and the burning or drowning of lepers, which are opposed to British laws, that no one shall venture in future to revive them.

It behoves the Raja not to encroach beyond the boundaries of his State on the territory of any other Chief, but to abide by the terms of this Sunnud, and adopt such measures as may tend to the welfare of his people, the prosperity of his country, and the improvement of the soil, and ensure the administration of even-handed justice to the aggrieved, the restoration to the people of their just rights, and the security of the roads. He shall not subject his people to extortion, but keep them always contented. The subjects of the State of Sookeit shall regard the Raja and his successors as above described to be the sole proprietor of that territory, and never refuse to pay him the revenue due by them, but remain obedient to him and act up to his just orders.

No. XCVIII.

TRANSLATION of a DRAFT of a PERWANNAH in favour of AHMED BUKSH, KHAN BAHADOOR, dated 4th May 1806.

Adverting to the merit of your services and attachment to the British interests, the Right Honourable General Lord Lake, Commander-in-Chief, conferred on you an istimrauree (permanent) grant of the Mehals of Ferozepore, Jherkeh, and the Tuppahs Saungris, Botahanna, Nujhoor, and Nugeena, including the customs, as well as land revenue of them, excepting such gardens and ayma jaghire, punarthee, and other rent-free lands, as have been long disposed of, and other fixed and established daily allowances, etc., on condition that you require no aid from the British Government, and that you settle the affairs of the mehals with your own troops, and that you be charged with the expense of providing for the maintenance and support of Khanja Hanjee and other dependants of the late Mirza Nusseeroolla Beg Khan, and provided also that you furnish on occasions of exigency, to the aid of the British Government, a party of 50 troopers, and that you always remain steadfast in your attachment and good will to the British Government.

The British Government having become acquainted with your character and disposition, and with the merit of your services and attachment to its interest, from the communications of the Right Honourable the Commander-in-Chief, has now been pleased to reward those services by confirming to you and your heirs in perpetuity, from generation to generation, the whole of the mehals above mentioned, including both land revenue and the sayer duties, with the deductions and under the conditions however above specified, from the beginning of the Fussul Rubbee of 1213 Fuslee Era (answering to September 1805). From that time the British Government will have no concern whatever with those mehals, which will always remain in your possession, and that of your descendants; as those lands require the exercise of arbitrary power, no complaints will be received from the inhabitants of them.

Entertaining a proper sense of gratitude for this distinguished favour, you will continue to manifest attachment to the British Government, and your exertions to promote its interests.

In this consists your own advantage and welfare.

Dated 4th May 1806, answering to 14th of Suffer 1221 Hijree.

No. XCIX.

SUNNUD granted to ALLA-OOD-DEEN AHMED KHAN, CHIEF of LOHAROO,—1874.

On the recommendation of the Lieutenant-Governor of the Punjab, I hereby confer upon you and your heirs and successors, in the Chiefship of Loharoo, the title of Nawab, on condition of faithful allegiance to the British Government.

NORTHBROOK.

Dated 3rd August 1874.

PART III.

Treaties, Engagements and Sanads

relating to

Delhi.

WHEN the Nawab of Oudh attempted the invasion of Bengal in 1760, he took with him the son of the Emperor Alamgir II, whom his father had invested with the Subadari of Bengal, Bihar and Orissa. Alamgir was murdered in 1759, and intelligence of this reached his son early in 1760. He assumed the title of Shah Alam, and conferred the office of Wazir on the Nawab of Oudh, in whose hands he was virtually a prisoner. The Nawab Wazir's attempted invasion was defeated in January 1761, and Shah Alam went over to the English Camp.

In the same year Ahmad Shah Abdali defeated the Mahrattas at Panipat, proclaimed Shah Alam Emperor, and invited him to come to Delhi to take possession of his throne. After making an offer to the English of the Diwani of Bengal, Bihar and Orissa, Shah Alam marched towards Delhi, but found himself unable to advance further than Allahabad, where he again joined forces with the Nawab Wazir, and accompanied him in his renewed attempt at the invasion of Bengal, which ended in disaster at the battle of Buxar in October 1764. Shah Alam, despairing of regaining his throne through the aid of the Nawab Wazir, again went over to the English.

The subsequent proposal to depose the Nawab of Oudh and put the Emperor in possession of his territories, with the exception of Ghazipur and Benares which the Emperor granted (No. I) to the English, was severely condemned by the Court of Directors as burdensome and profitless. Hence, in 1765, the Nawab was restored to his dominions* including the districts of Ghazipur and Benares. The districts of Allahabad and Kara however were left in possession of the Emperor.

Shah Alam continued to reside at Allahabad, though keenly desirous of establishing himself at Delhi. The Mahrattas were again overrunning upper India in order to re-establish the influence they had lost at

* *See* Vol. II, Part I—*Oudh.*

Panipat: and, for the easier accomplishment of their designs, they undertook to replace Shah Alam on the throne. Contrary to the advice of the British, Shah Alam agreed to place himself in their hands. The Emperor was led into Delhi in all pomp on the 25th December 1771, but he was a mere puppet in the hands of the Mahrattas.

In 1773 the Mahrattas extorted from the Emperor a grant of the provinces of Allahabad and Kara, but the Imperial Deputy at Allahabad applied for leave to put them under British protection, as the King had been compelled, while a prisoner, to grant the sanads. The districts were, in the following year, sold to the Wazir of Oudh for fifty lakhs of rupees.

The Emperor remained a State prisoner in the hands of the Mahrattas till 1803, when he was released by Lord Lake and brought under the protection of the British Government. All the territories and resources assigned for his support by the Mahrattas were continued to him, and a pecuniary provision, fixed at Rs. 60,000 but afterwards increased to Rs. 1,00,000 a month, was granted in addition. Shah Alam died on the 19th November 1806, and was succeeded by Akbar Shah, who was succeeded in 1837 by his eldest son, Bahadur Shah. The movements of the King were confined to the neighbourhood of Delhi, and he was not allowed to confer titles, or to issue a currency; but he had the control of civil and criminal justice within the palace.

When the mutiny of 1857 broke out, the mutineers in Delhi applied to the King, Bahadur Shah, to put himself at the head of the movement. At first his conduct was most vacillating, but he subsequently identified himself with the rebel cause. After the fall of Delhi, he was captured and tried on the charges of, *1st*, aiding and abetting the mutiny of British troops; *2nd*, encouraging and assisting diverse persons in waging war against the British Government; *3rd*, assuming the sovereignty of India; *4th*, causing and being accessory to the murder of Christians. The *ex*-King was convicted on all of the charges, and was removed to Rangoon, where he died on the 7th November 1862.

During the mutiny of 1857, when communication between Delhi and Agra and Calcutta was for the most part cut off, the administration of the Delhi and Hissar territories was assumed by the Chief Commissioner of the Punjab, and after the restoration of peace these districts were finally placed under the control of the Punjab Government. As regards the chiefs in this territory, *see* Punjab, Part II.

No events of outstanding importance occurred in the period from 1857 to 1911, during which the Delhi district remained under the administration of the Punjab.

On the occasion of the Coronation Darbar held at Delhi on the 12th December 1911, Delhi was proclaimed the Capital of India. Subsequently

on the 1st October 1912 the new Province of Delhi, consisting of the old Delhi tahsil and the thana of Mahrauli, was constituted and placed under the local administration of a Chief Commissioner directly subordinate to the Government of India. 65 villages from the adjoining district of Meerut in the United Provinces were added to the enclave on the 1st April 1915.

The Government of India took up their permanent residence in Delhi as the winter capital of India on the 23rd December 1912.

On the formation of the new Delhi Province the States of Loharu, Pataudi, Dujana and Kalsia, which were formerly under the political superintendence of the Commissioner of the Delhi Division, were transferred to the political charge of the Commissioner of the Ambala Division (*see* Punjab, Part II).

No. I.

PROPOSALS made by the KING SHAH AALUM, and enclosed in a letter from MAJOR HECTOR MUNRO to the PRESIDENT and COUNCIL at BENGAL, dated from the Camp at Benares, the 22nd of November 1764.

If this country is to be kept, put me in possession of it, and leave a small detachment of the troops with me, to show that I am protected by the English, and they shall be at my expense; that if any enemy come at any time against me, I will make such connections in the country, that, with my own troops, and the aforementioned small detachment, will defend the country, without any further assistance from the English, and I will pay them, of the revenues of the country, what sum they shall demand yearly. If the English will, contrary to their interest, make peace with the Vizier, I will go to Delhi; for I cannot think of returning again into the hands of a man who has used me so ill. I have no friends I depend on more than the English; their former behaviour to me will make me ever respect and regard them. Now is their time to be in possession of a country abounding with riches and treasure; I shall be satisfied with whatever share they please of it. The Rohillas were always enemies to the imperious Vizier. They are all my friends.

ARTICLES to be executed by the KING, enclosed in a letter from the PRESIDENT and COUNCIL at BENGAL to MAJOR HECTOR MUNRO, Commander-in-Chief of the Army, sent the 6th of December 1764.

In consideration of the assistance and fidelity of the English Company, which has freed us from the inconveniences we laboured under, and strengthened the foundations of the Empire which God has given us, we have been graciously pleased to grant to the English Company our Royal favours according to the following Articles, which shall remain firm both in present and in future.

As the English Company have been put to great expense and their affairs exposed to danger by the war which the Nabob Shujah-ul-Dowlah, unjustly, and contrary to our Royal pleasure, waged against them, we have therefore assigned to them the country of Ghauzepoor and the rest of the zemindarry of Bulwunt Sing, belonging to the Nizamut of the Nabob Shujah-ul-Dowlah: and the regulation, and government thereof, we have given to their disposal in the same manner as it was in the Nabob Shujah-ul-Dowlah's. The aforesaid Rajah having settled terms with the Chiefs of the English Company, is, according thereto, to pay the revenues to the Company; and the amount shall not belong to the books of the Royal revenue, but shall be expunged from them.

The army of the English Company, having joined our standard, shall put us in possession of Illiabad and the rest of the countries belonging to the Nizamut of the Nabob Shujah-ul-Dowlah; and the revenues, excepting those of Rajah Bulwunt's zemindarry, shall be in our entire management and disposal.

As the English Company will be at a further expense in putting us in possession of Illiabad and the rest of the Nizamut of the Nabob Shujah-ul-Dowlah, we will therefore, as we get possession, grant to them out of our treasury, such a proportion of the revenues as the exigencies of our affairs will admit of; and when we are put in full possession, we will reimburse the whole expenses of the Company in this business from the time of their joining our Royal standard.

FIRMAUND executed by the KING,—1764.

As the English Company have been put to great expense and their affairs exposed to danger by the war which the Nabob Shujah-ul-Dowlah, unjustly, and contrary to our Royal pleasure, waged against them, we have therefore assigned to them the country of Ghauzepoor, and the rest of the zemindarry of Rajah Bulwunt Singh, belonging to the Nizamut of the Nabob Shujah-ul-Dowlah; and the regulation and government thereof we have given to their disposal, in the same manner as it was in the Nabob Shujah-ul-Dowlah's. The aforesaid Rajah having settled terms with the Chiefs of the English Company is according thereto, to pay the revenues to the Company.

The army of the English Company having joined our standard, shall put us in possession of Illiabad, and the rest of the countries belonging to the Nizamut of the Nabob Shujah-ul-Dowlah; and the revenues, excepting those of Rajah Bulwunt's zemindarry, shall be in our entire management and disposal.

It becomes the Company to show their grateful sense of our Royal favours and to exert themselves to the utmost in the proper management and regulation of the country; to encourage and befriend our subjects, to punish the contentious, and expel the rebellious from their territories. They must use their best endeavours to promote the welfare of our people, the ryots, and other inhabitants; to prohibit the use of things of an intoxicating nature, and such as are forbidden by the Law of God; in driving out enemies, in deciding causes, and settling matters agreeably to the rules of Mahomed and the *Law of the Empire*; so that the inhabitants may apply themselves, with peace of mind and satisfaction, to the cultivation of the country, and the exercise of other their professions, and that the weak may not labour under oppression and violence. They will consider these as our strict injunctions.

Written on the 4th day of Rajeb, the 6th year of the reign, 29th December 1764.

INDEX.

A

B

C

D

E

F

I

J

K

L

M

N

O

R

S

T

MGIPC—L—VI-10—20-7-31—665.